

Attachment 1

ATTACHMENT 1

**Professional Service Agreement
The Wallace Group Project No. 22035**



PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

Wallace Group, a California Corporation

ENVIRONMENTAL & ENGINEERING DESIGN Consulting Services

For

**BRIDGEHOUSE UTILITY EXTENSIONS PHASE 2
ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES**

PROJECT NUMBER: 22035



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PROFESSIONAL SERVICES AGREEMENT

FOR

PROFESSIONAL ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES

This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and **Wallace Group**, a California corporation ("Consultant" or "Contractor" or "Subrecipient").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional services to Owner in connection with Owner's **Bridgehouse Utility Extensions Phase 2** ("Project"); and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection ("QBS") process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined below.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein ("Services").

2.02 Maximum Compensation

- A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of **SIX HUNDRED ELEVEN THOUSAND, TWENTY SEVEN DOLLARS (\$611,027)** ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This PSA is effective as of the Effective Date (defined below), and shall remain in effect for a period of **three years** thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

2.04 Scope

- A. The Services and Deliverables identified in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and incorporated herein by reference ("SOW"), establish:
1. The full range of Services and Deliverables the County may authorize for projects within the scope of this PSA.
 2. The extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") within the scope of this PSA.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information



- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
 - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any item of Service prepared by Consultant, and such fees necessary to secure approvals and permits for the Project from any Governmental Agency.

PART 4 - PROJECT SCOPE OF WORK (SOW)

4.01 Changes in Scope

- A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must, within fourteen (14) calendar days of the Owner's request, advise Owner in writing of such contention before proceeding with such change. If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change.
- B. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted in accordance with Parts 10.01.A.3, "Changes," and 10.03, below; provided, however, that in no event shall payments to Consultant hereunder exceed the MCL.
- C. If there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and such increase is not in any way attributable to acts or omissions of or on behalf of Consultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

5.02 No Assignment; Consultant's Use of Subconsultants



- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not add any subconsultant(s) to those identified in Exhibit B without the prior written approval of the OPM in each instance.

5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
 2. At all times during the Term, Consultant shall perform all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate Government Agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.
- B. Funding by Governmental Agencies
1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources, including, but not limited to, requirements set forth in the Construction Documents.
- C. HCAI (formally known as OSHPD) Jurisdiction
1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Instruments of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services
1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner in writing duly executed by OPM.
 2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
 2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other Instruments of Service, and computer flash drives containing



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each submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.

F. Printing & Reproduction

1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

G. Meetings

1. Required meetings are as specifically identified in the SOW.
2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM.
3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in the SOW will be considered included in the overall fee identified for this PSA.

H. Consultant's Staff and Subconsultants

1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval as an amendment to the PSA duly executed by the OPM.

5.04 Basic Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

- A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.
- B. Consultant shall perform all Services and Deliverables within the time and project schedule set forth in this Agreement. Time is of the essence in this Agreement.
- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule set forth in this Agreement.

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Indemnification and Insurance Requirements

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

PART 8 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.



- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit includes the maximum aggregate amount of compensation payable to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the MCL specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
 2. Consultant's Hourly Rate Schedule
 - a. Consultant's Hourly Rate Schedule is set forth in the SOW.
 - b. Non-Fixed fee Services provided by Subconsultants are subject to the Director's prior written approval, and shall be set forth in an Amendment to this PSA.
 3. Changes
 - a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only to the extent authorized by the Board of Supervisors in approving this PSA. .
 4. Prevailing Wages
 - a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in



which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

10.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

10.03 Supplementary Services & Deliverables

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Supplemental Services Order duly executed by the County's Director of General Services ("Director"), or his Assistant Director designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

10.04 Payment

- A. Payment Requests
 1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
 1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
 1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

10.05 Release of All Claims

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.



10.06 Timely Billings

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
 - 1. Services are performed; or
 - 2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

10.07 Consultant's Accounting Records

- A. Accounting System & Records Retention
 - 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
 - 1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
 - 1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

- A. Termination for Convenience
 - 1. The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
 - 2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
 - 1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.
 - 2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.



3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.
- C. Suspension for Convenience
1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension shall not constitute a breach in this Agreement.
- D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

11.02 Consultant's Compensation Upon Termination

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.
 2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

11.03 Delivery of Documents

- A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

PART 12 - DISPUTE RESOLUTION

12.01 Consultant's Questions & Concerns

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

12.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)
1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

12.03 Negotiations Before and During Mediation



- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

12.04 Mediation

A. Voluntary Mediation

1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant may mutually agree to attempt to resolve the matter by Mediation.
2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.

B. Initiation of Mediation

1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.

C. Request for Mediation

1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.

D. Selection of Mediator

1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.

G. Representation

1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.



H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.
2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:



- a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
 - b. Statements made by the other Party in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.
- M. No Stenographic Record
1. There shall be no stenographic record of the Mediation.
- N. Termination of Mediation
1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.
- O. Exclusion of Liability
1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

- A. Terms capitalized in this PSA include those that are:
 1. Specifically defined; or
 2. Titles of Parts or paragraphs; or
 3. Titles of reports or Deliverables; or
 4. Titles of other documents.



- B. Unless otherwise indicated, **highlighted**, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

13.02 Force Majeure

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to terminate this Agreement.

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

13.04 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

13.05 Ownership & Use of Instruments of Service

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
- B. Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Consultant warrants that



any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

- C. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.
- D. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.
- E.

13.06 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

13.07 Taxes

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

13.08 Conflicts of Interest

- A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

13.09 No Publicity or Endorsement

- A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

13.10 Non-Discrimination

- A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

13.11 Execution in Counterparts



- A. This PSA may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13.12 Governing Law

- A. This PSA shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

PART 14 - NOTICES

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

PART 15 - LIMITS OF AGREEMENT

- A. This PSA, including all Exhibits and attachments hereto, together with the Request for Qualifications/Proposal (RFQ/P) pursuant to which this Agreement was procured and which is hereby incorporated herein by reference, and Consultant's Proposal submitted to County in response to same ("Proposal") a true and correct copy of which is attached hereto as Exhibit A-1 and incorporated herein by reference, constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

PART 16 - ORDER OF PRECEDENCE

- A. In the event of conflict between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall prevail over those in the Exhibits, other than Exhibits D and F-1 through H, which shall control and prevail over all other provisions of this Agreement, including, but not limited to, the other Exhibits. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal, on the one hand, and any other provision(s) of this Agreement on the other, the provisions of this Agreement (including, but not limited to, the COUNTY's Request for Qualifications/Proposals, incorporated herein by reference) other than Consultant's Proposal shall take precedence and control and prevail.

PART 17 - FEDERAL FUNDING PROVISIONS



- A. HUD COMPLIANCE: CONTRACTOR shall comply with the requirements of the Housing and Community Development Division Federal Terms and Conditions attached hereto as EXHIBIT F-1 and incorporated herein by reference. CONTRACTOR shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the Community Development Block Grant (CDBG) funds provided in connection with this Agreement. CONTRACTOR shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending CDBG funds provided in connection with this Agreement.}

The CONTRACTOR shall retain and produce upon request by COUNTY if determined by COUNTY to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Implementation Guidelines attached hereto as Exhibit F-2 and incorporated herein by reference.

This Project is being assisted by the United States of America. For any construction work that may be covered by this Contract, CONTRACTOR shall comply with the requirements of the U.S. Department of Housing and Urban Development (HUD) Federal Labor Standards Provisions, HUD-4010, from the Office of Davis-Bacon and Labor Standards attached hereto as EXHIBIT F-2 and incorporated herein by reference.

- B. FEDERAL PROVISIONS: CONTRACTOR acknowledges that Federal financial assistance will be used to fund this Agreement. CONTRACTOR shall only use federal funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In addition, CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as EXHIBIT G. CONTRACTOR shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the Federal funds provided in connection with this Agreement. CONTRACTOR shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending funds provided in connection with this Agreement.
- C. ARPA COMPLIANCE: CONTRACTOR shall comply with the requirements of the Federal 2021 American Rescue Plan Act ("ARPA"), U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and federal regulations, including, but not limited to, Title 2 of the CFR Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In addition, CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as EXHIBIT IH and incorporated herein by reference. CONTRACTOR shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the ARPA funds provided in connection with this Agreement. CONTRACTOR shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending ARPA funds provided in connection with this Agreement.}

PART 18 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between provisions contained in the numbered sections of this



County of Santa Barbara: General Services
Capital Division

Agreement and the provisions contained in the Exhibits, the provisions in the numbered sections shall prevail over the provisions.

1. Exhibit A, “Consultant's Scope of Work & Hourly Rates” and Consultant’s Proposal
2. Exhibit B, “Consultant's Staff & Subconsultants”
3. Exhibit C, “Consultant’s Compensation”
4. Exhibit D, “Indemnification And Insurance Requirements”
5. Exhibit E, “Notices”
6. Exhibit F-1, HOUSING AND COMMUNITY DEVELOPMENT DIVISION FEDERAL TERMS AND CONDITIONS
7. Exhibit F-2, Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Implementation Guidelines
8. Exhibit F-3, U.S. Department of Housing and Urban Development (HUD) Federal Labor Standards Provisions
9. Exhibit G, Federal Clauses and Anti Byrd Form
10. Exhibit H, Coronavirus State and Local Fiscal Recovery Fund Required Terms (ARPA Program)

[Signatures appear on the following page.]



County of Santa Barbara: General Services
Capital Division

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto ("Effective Date").

County of Santa Barbara

By: _____
**STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS**

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONSULTANT:
Wallace Group, a California Corporation

By: _____
Deputy

DocuSigned by:
Kari Wagner
By: _____
6B87026129B14E0...
Authorized Representative
Kari Wagner
Name: _____
Title: Principal
Address: 612 Clarion Ct.
City/State/Zip: San Luis Obispo CA 93401

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

DocuSigned by:
Lauren Wideman
By: _____
8F464D822C84458...
Deputy County Counsel

DocuSigned by:
Betsy Schaffer
By: _____
8BA4EA15901943F...
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
Gregory Milligan
By: _____
05F655F08299486...
Risk Manager

DocuSigned by:
Lynne Dible
By: _____
A0FD81203FC9409...
Department Head

END OF AGREEMENT



EXHIBIT A

SCOPE OF WORK; HOURLY RATES

Consultant shall perform all of the Services set forth in this Scope of Work and the Proposal (“Basic Services”) for the Fixed Fee for the Basic Services set forth in Section 1.a of Exhibit C, below, which includes all overhead, administrative costs, and profit. Any rate increases must be approved in advance in writing by the Director, and shall thereafter take effect on the following anniversary of the Effective Date. Consultant’s performance of Supplementary Services not included in this Exhibit A, will be negotiated by the Parties using as a benchmark the prevailing rates for similar Consulting Services in the California Central Coast area, and are subject to prior written approval by the Director in each instance pursuant to a duly executed Change Order.

CONSULTANT: **WALLACE GROUP, a California Corporation**

SCOPE OF WORK:

Consultant shall perform all of the following items of work:

- ◆ **Task 1: Project Management, Meetings, and Quality Assurance/Quality Control County RFP Task 4.1.1**
 - ◆ *Oversight and management of the engineering design, including subconsultant updates and conference calls and meetings with the project team*
 - ◆ *Inform County Project Manager of schedule, design, or budget changes*
 - ◆ *Provide in-house quality assurance and quality control during each deliverable stage (i.e., 35%, 50%, 95%, and 100% design stages). At each milestone, there is a comprehensive QA/QC review of project research, data, calculations, and report by senior or principal engineers within our firm.*
 - ◆ *Provide in-house quality assurance and quality control during each deliverable stage (i.e., 35%, 50%, 95%, and 100% design stages). At each milestone, there is a comprehensive QA/QC review of project research, data, calculations, and report by senior or principal engineers within our firm.*
- ◆ **Task 2: Site Inspections and Condition Assessment County RFP Task 4.1.2**
 - ◆ *Site Inspections and Condition Assessment*
- ◆ **Task 3: Data Collection and Review County RFP Task 4.1.1**
 - ◆ *Review relevant documents including record drawings, prior geotechnical reports, atlas maps, pressure zone maps, and other documents available and pertinent to the utility design.*
 - ◆ *Review City’s existing utility design standards and determine applicable standards to utilize and which standards may need to be augmented to meet specific requirements*
- ◆ **Task 4: Stakeholder Meetings County RFP Task 4.1.1**
 - ◆ *Design Criteria and Stakeholder Meetings*
 - ◆ *Caltrans/City Coordination Meetings*
 - ◆ *Caltrans/LAFCO Coordination Meetings*
 - ◆ *Stakeholder Coordination Meetings*
- ◆ **Task 5: Land Surveying Services County RFP Task 4.1.6.2**
 - ◆ *AutoCAD Civil 3d survey base file (AutoCAD 2021 DWG format)*
- ◆ **Task 6: Geotechnical Investigation County RFP Task 4.1.6.3**
 - ◆ *Final Geotechnical Report (PDF)*
- ◆ **Task 7: Civil Design Services - Preliminary (35%) Design**
 - ◆ *Preliminary Design Report (County RFP Section 4.1.2, 4.1.5)*
 - ◆ *35% Schematic Design Drawings (RFP Section 4.1.5)*
 - ◆ *35% Design Specifications (RFP Section 4.1.5)*
 - ◆ *35% Engineer’s Opinion of Probable Cost (RFP Section 4.1.5, 4.1.6.10)*



- ◆ 35% Project Schedule (RFP Section 4.1.6.11)
- ◆ 35% Permit and Application Documents (RFP Section 4.1.6.12)
- ◆ 35% Review Meeting
- ◆ **Task 8: Civil Design Services - 50% Design - Plans, Specifications, and Estimate RFP Tasks 4.2, 4.1.6.8**
 - ◆ 50% Design Drawings (RFP Section 4.2.1)
 - ◆ 50% Technical Specifications (RFP Section 4.2.1)
 - ◆ 50% Engineer's Opinion of Probable Cost (RFP Section 4.2.2)
 - ◆ 50% Project Schedule (RFP Section 4.2.3)
 - ◆ 50% Permit and Application Documents (RFP Section 4.1.6.12)
 - ◆ 50% Review Meeting (RFP Section 4.1.6.8)
- ◆ **Task 9: 95% Design - Plans, Specifications, and Estimate County RFP Task 4.3**
 - ◆ 95% Design Drawings (RFP Section 4.3.2, 4.3.4) Drawings will be updated to a 95% design level.
 - ◆ 95% Technical Specifications (RFP Section 4.3.2, 4.3.4) Specifications will be updated to a 95% design level.
 - ◆ 95% Engineer's Opinion of Probable Cost (RFP Section 4.3.6) The EOPC will be updated to a 95% design level.
 - ◆ 95% Project Schedule (RFP Section 4.3.7)
 - ◆ 95% Permit and Application Documents (RFP Section 4.1.6.12)
 - ◆ 95% Value Engineering Review Meeting (RFP Section 4.1.6.7)
- ◆ **Task 10: 100% (Final Design) - Plans, Specifications, and Estimate RFP Task 4.3**
 - ◆ 100% (Final) Design Drawings (RFP Section 4.3.1, 4.3.2, 4.3.5) Drawings will be finalized
 - ◆ 100% (Final) Technical Specifications (RFP Section 4.3.1, 4.3.2, 4.3.5) Specifications will be finalized.
 - ◆ 100% (Final) Engineer's Opinion of Probable Cost (RFP Section 4.3.6) The EOPC will be finalized.
 - ◆ 100% Project Schedule (RFP Section 4.3.7)
 - ◆ 100% Permit and Application Documents (RFP Section 4.1.6.12)
- ◆ **Task 11: Environmental Permitting RFP Tasks 4.1.3, 4.1.4**
 - ◆ SWCA will lead the environmental documentation for CEQA and NEPA and regulatory agency permitting tasks for the project. The team will work with the County to avoid sensitive resources to the extent feasible and/or develop strategies to reduce impacts to a less than significant level. This will require focused waters/wetlands assessment and mapping of sensitive habitats/resources as part of the biological resource assessment. Regardless of the potential for impact, we anticipate the need for early engagement and consultation with state agencies to address potential impacts to waters/wetlands and listed species.
 - ◆ Additionally, we anticipate the need to engage tribal stakeholders early in the process to ensure all measures are taken to avoid/reduce potential impacts to important archaeological resources. It is anticipated that these key issues will be the focus of the CEQA and NEPA document and that the most critical component of the CEQA and NEPA review process will be to ensure the document adequately addresses the concerns of Responsible Agencies related to these issues.
 - ◆ Additional Consultant Activities:
 1. Preliminary Constraints Analysis
 2. Initial Study/Mitigated Negative Declaration for CEQA
 3. Environmental Assessment and Finding of No Significant Impact (EA/FONSI) for NEPA
 4. Biological Resources Assessment/ Jurisdictional Determination
 5. Cultural Resources Assessment
 6. Preparation of Agency Permit Applications, assuming:



- a. CDFW Streambed Alteration Agreement (SAA) notification pursuant to Section 1600 of the Fish and Game Code
- b. RWQCB Notice of Intent (NOI) pursuant to Water Quality Order No. 2004.0004-DWQ.

◆ **Task 12: Construction General Permit - SWPPP**

- ◆ Legally Responsible Person to set up an account on SMARTS (<https://smarts.waterboardsca.gov/smarts/faces/SwSmartsLogin.jsp>) and link Wallace Group QSD as Data Submitter. An LRP should be a responsible corporate officer (i.e., president, VP, facility manager), partner/proprietor, or principle executive

◆ **Task 13: Electrical Engineering Design Services RFP Tasks 4.1, 4.2, 4.3**

- ◆ Electrical engineering design will be incorporated at each design phase (i.e., 35%, 50%, 95%, and 100% design submittals). Electrical engineering deliverables will be incorporated into the project plans, specifications, and estimates delivered under Tasks 7 through 10. This task will be established to track the electrical engineering subconsultant's budget for project accounting purposes.

◆ **Task 14: Bid Phase Support RFP Task 4.4**

- ◆ During the project bid phase, Wallace Group will attend the pre-bid meeting. In addition, Wallace Group and its electrical subconsultant will respond to prospective bidders' requests for information and substitution requests. We assume responses to ten (10) RFIs/ substitution requests. In addition, we assume the production of three (3) bid addenda as necessary based on the received RFIs. Conformed construction documents will be prepared following award of contract.

◆ **Task 15: Engineering Support During Construction**

- ◆ Construction Kick-Off Meeting
- ◆ Submittal RFI, CCO review
- ◆ Instructional Bulletins/Clarifications
- ◆ Construction Site Visits
- ◆ Unforeseen Condition Site Visits
- ◆ SOV Review and Pay Request Review
- ◆ Weekly Progress Meetings
- ◆ Record Drawings
- ◆ O&M Manuals

Punchlist/Final Walks and Notice of Completion

END EXHIBIT A



County of Santa Barbara: General Services
Capital Division

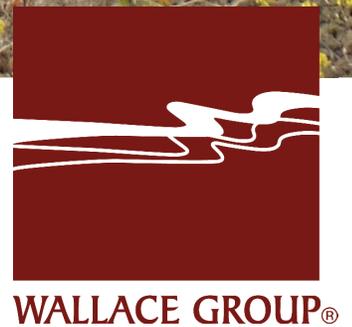
EXHIBIT A-1
CONSULTANT'S PROPOSAL



RFQ # 22035-RFQ/P

ENVIRONMENTAL &
ENGINEERING DESIGN SERVICES
BRIDGE HOUSE UTILITY EXTENSIONS
PHASE TWO

MAY 7, 2024



May 7th, 2024

Lou Gibilisco, Project Manager
General Services Department, County of Santa Barbara
1105 Santa Barbara Street, Second Floor, Santa Barbara, CA 93101

Subject: RFQ # 22035-RFQ/P, Environmental & Engineering Design Services
Bridge House Utility Extensions Phase 2

Dear Mr. Gibilisco,

We thank you for the opportunity to be considered for this project with its potential to make tremendous impact for families and individuals experiencing homelessness. Since our founding in 1984, Wallace Group has been committed to our Clients and the communities we serve. We are grateful to have worked extensively with the County of Santa Barbara at this site for the phase one utility extension feasibility study and emergency septic repair and look forward to applying our site knowledge and experience.

Wallace Group's multidisciplinary team of seventy individuals has a dynamic workload. We actively manage our projects to balance resources and ensure staffing redundancy, allowing us to meet and be responsive to the needs of our Clients. Our five Principals oversee Civil and Transportation Engineering, Construction Management, Landscape Architecture, Planning, Public Works Administration, Survey/GIS Solutions, and Water Resources departments. Our team has grown from 58 individuals in 2019 to 70 in 2024. Staffing for your project has been carefully curated, leveraging our in-house expertise, while also drawing on the experience of several vetted subconsultants with whom we have a well-established work history. With offices in San Luis Obispo and Santa Barbara, we look forward to serving you and being your trusted local partner on this meaningful project!

Wallace Group accepts the standard consultant agreement, including specifically listing County's Hold Harmless Indemnity requirements and insurance coverage requirements, with modifications as outlined in the Client Memo emailed on May 3rd, 2024. This proposal and associated fees are valid for 180 days. We acknowledge receipt of addendum no.1 to the RFP.

Sincerely,

WALLACE GROUP, a California Corporation



Kari Wagner, PE C66026, Principal
kariw@wallacegroup.us
805-544-4011



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

Wallace Group Team Resource Estimate for the

Bridge House Municipal Utility Extensions Project

BUDGET SUMMARY

PHASE / TASK No.	TASK DESCRIPTION	PRINCIPAL	PRINCIPAL ENGINEER	DIRECTOR	SENIOR ENGINEER II	ENGINEER II	SENIOR ENVY COMPLIANCE SPECIALIST IQSD	SENIOR LAND SURVEYOR III	LAND SURVEYOR III	PARTY CHIEF*	INSTRUMENT PERSON*	CONSTRUCTION INSPECTOR II*	PROJECT ASSISTANT III	EARTH SYSTEMS PACIFIC	OTTO ELECTRICAL	SWCA ENV. CONSULTANTS	Misc. Direct Costs	TOTAL LABOR HOURS	WG LABOR \$	TOTAL COST \$	
		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	COST	COST	COST	COST	HRS		
	RATE	\$270	\$245	\$220	\$205	\$175	\$170	\$195	\$180	\$250	\$150	\$180	\$135								
1	Project Management	6			66	10							6					\$0	88	\$17,710	\$17,710
1.2	Project Meetings	4			20	20												\$0	44	\$8,680	\$8,680
1.3	QAQC		80															\$0	80	\$19,600	\$19,600
2	Site Inspection and Condition Assessment		4		6	14												\$75	24	\$4,660	\$4,735
3	Data Collection and Review		2		16	40												\$75	58	\$10,770	\$10,845
4	Design Criteria and Stakeholder Meetings		1		4	8												\$0	13	\$2,465	\$2,465
4.1	Caltrans/City Coordination Meetings		2		8	8												\$0	18	\$3,530	\$3,530
4.2	City/LAFCO Coordination Meetings		2		8	8												\$0	18	\$3,530	\$3,530
4.3	Stakeholders Coordination Meetings	3			14	14												\$0	31	\$6,130	\$6,130
5	Land Surveying Services			2				62	44	60	60							\$6,500	228	\$44,450	\$50,950
6	Geotechnical Investigation				6									\$42,000				\$0	6	\$1,230	\$43,230
7	Civil Design Services - Preliminary 35%																	\$0	0	\$0	\$0
7.1	Preliminary Design Report		1		40	60												\$0	101	\$18,945	\$18,945
7.2	35% Schematic Plans		1		50	80		4	4									\$0	139	\$25,995	\$25,995
7.3	35% Outline Specifications				2													\$0	2	\$410	\$410
7.4	35% Estimate + Schedule		1		8	20												\$0	35	\$6,255	\$6,255
7.5	35% Permit Applications				10	16												\$0	26	\$4,850	\$4,850
7.6	35% Design Review Meeting		1		2	2												\$0	5	\$1,005	\$1,005
8	Civil Design Services - 50%																	\$0	0	\$0	\$0
8.1	50% Plans		1		44	100		2	2									\$0	149	\$27,515	\$27,515
8.2	50% Specifications		1		28	14												\$0	43	\$8,435	\$8,435
8.3	50% Estimate+ Schedule		1		16	28												\$0	49	\$9,005	\$9,005
8.4	50% Permit Applications				8	12												\$0	20	\$3,740	\$3,740
8.5	50% Design Review Meeting		1		2	2												\$0	5	\$1,005	\$1,005
9	Civil Design Services - 95%																	\$0	0	\$0	\$0
9.1	95% Plans		1		36	80		1	2			6						\$0	126	\$23,260	\$23,260
9.2	95% Specifications		1		28	10						2						\$0	41	\$8,095	\$8,095
9.3	95% Estimate + Schedule		1		10	20						2						\$0	35	\$6,445	\$6,445
9.4	95% Permit Applications				8	10												\$0	18	\$3,390	\$3,390
9.5	95% Value Engineering Review Meeting		2		4	4						4						\$0	14	\$2,730	\$2,730
10	Civil Design Services - 100% (Final)																	\$0	0	\$0	\$0

Wallace Group Team Resource Estimate for the Bridge House Municipal Utility Extensions Project																			BUDGET SUMMARY		
PHASE / TASK No.	TASK DESCRIPTION	PRINCIPAL	PRINCIPAL ENGINEER	DIRECTOR	SENIOR ENGINEER II	ENGINEER II	SENIOR ENV COMPLIANCE SPECIALIST /OSD	SENIOR LAND SURVEYOR III	LAND SURVEYOR III	PARTY CHIEF*	INSTRUMENT PERSON*	CONSTRUCTION INSPECTOR II*	PROJECT ASSISTANT III	EARTH SYSTEMS PACIFIC	OTTO ELECTRICAL	SWCA ENV. CONSULTANTS	Misc. Direct Costs	TOTAL LABOR HOURS	WG LABOR \$	TOTAL COST \$	
		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	COST	COST	COST	COST	HRS		
	RATE	\$270	\$245	\$220	\$205	\$175	\$170	\$195	\$180	\$250	\$150	\$180	\$135								
10.1	100% Plans		1		22	40		1	1									65	\$12,130	\$12,130	
10.2	100% Specifications		1		22	10												33	\$6,505	\$6,505	
10.3	100% Estimate + Schedule		1		8	16												27	\$4,975	\$4,975	
10.4	100% Permit Applications				6	8												14	\$2,630	\$2,630	
11	Environmental Documentation and Agency Permitting				18											\$92,831	\$0	18	\$3,690	\$96,521	
12	Construction General Permit SWPPP						44										\$0	44	\$7,480	\$7,480	
13	Electrical Engineering Design Services				6										\$42,040		\$0	6	\$1,230	\$43,270	
14	Bid Phase Support				10	38											\$75	48	\$8,700	\$8,775	
15	Engineering Support During Construction																\$0	0	\$0	\$0	
15.1	Construction Kick Off Meeting				4	6											\$75	10	\$1,870	\$1,945	
15.2	Submittal, RFI, CCO review		1		4	32											\$0	37	\$6,665	\$6,665	
15.3	Instructional Bulletins/Clarifications		1		2	8											\$0	11	\$2,055	\$2,055	
15.4	Construction Site Visits					60											\$1,125	60	\$10,500	\$11,625	
15.5	Unforeseen Condition Site Visits				3	6											\$150	9	\$1,665	\$1,815	
15.6	SOV Review and Pay Request Review				1	4											\$0	5	\$905	\$905	
15.7	Weekly Progress Meetings		1		5	12											\$0	18	\$3,370	\$3,370	
15.8	Record Drawings				2	18											\$0	20	\$3,560	\$3,560	
15.10	O&M Manuals				4	16											\$0	20	\$3,620	\$3,620	
15.11	Punchlist/Final Walkthrough and Notice of Completion				1	9											\$150	10	\$1,780	\$1,930	
																	\$0	0	\$0	\$0	
	SUB-TOTALS	13	110	2	562	863	44	70	53	60	60	14	6	\$42,000	\$42,040	\$92,831	\$8,225	1,871		\$542,261	
	WALLACE GROUP LABOR COSTS	\$3,510	\$26,950	\$440	\$115,210	\$151,025	\$7,480	\$13,650	\$9,540	\$15,000	\$9,000	\$2,520	\$810							\$357,165	
	WALLACE GROUP DIRECT COSTS																			\$8,225	
	SUBCONSULTANT DIRECT COSTS																				\$176,871
	DIRECT COSTS OVERHEAD @																		15%	\$27,764	
	TOTAL																				\$570,025

Task Budgets may fluctuate within Overall Budget
 * Designates Prevailing Wage



**Exhibit A
Standard Billing Rates**

Engineering, Design & Support Services:

Assistant Designer/Technician	\$120
Designer/Technician I - IV	\$125/\$135/\$145/\$155
Senior Designer/Technician I - III	\$165/\$172/\$179
GIS Technical Specialist	\$160
Senior GIS Technical Specialist	\$170
Associate Engineer I - III	\$135/\$145/\$155
Engineer I - IV	\$170/\$175/\$180/\$185
Senior Engineer I - III	\$200/\$205/\$210
Director	\$220
Principal Engineer/Consulting Engineer	\$245
Principal	\$270

Surveying Services:

Party Chief	\$182
Party Chief (*Prevailing Wage)	\$250
Instrument Person	\$125
Instrument Person (*Prevailing Wage)	\$150
Associate Survey Technician	\$120
Survey Technician I - IV	\$135/\$140/\$150/\$155
Land Surveyor I - III	\$160/\$170/\$180
Senior Land Surveyor I - III	\$185/\$190/\$195
Director	\$220
Principal Surveyor	\$245
Principal	\$270

Planning Services:

Associate Planner I - II	\$110/\$120
Planner I - IV	\$140/\$150/\$160/\$170
Senior Planner I - III	\$175/\$180/\$185
Director	\$200
Principal Planner	\$210
Principal	\$270

Landscape Architecture Services:

Associate Landscape Designer I - II	\$105/\$115
Designer I - IV	\$120/\$125/\$130/\$135
Landscape Architect I - IV	\$140/\$145/\$150/\$155
Senior Landscape Architect I - III	\$160/\$165/\$170
Director	\$185
Principal Landscape Architect	\$210
Principal	\$270

Construction Management / Field Inspection Services:

Construction Inspector I - II.....	\$140/\$155
Senior Construction Inspector.....	\$160
Construction Inspector (*Prevailing Wage)	\$180
Construction Office Tech I-III.....	\$115/\$125/\$135
Assistant Resident Engineer I - II.....	\$165/\$170
Resident Engineer I - III	\$175/\$180/\$185
Senior Resident Engineer	\$195
Director	\$220
Principal Construction Manager	\$245
Principal	\$270

Public Works Administration Services:

Project Analyst I - IV.....	\$120/\$130/\$140/\$150
Senior Project Analyst I - III	\$155/\$160/\$165
Senior Environmental Compliance Specialist I - III.....	\$170/\$175/\$185

Support Services:

Office Assistant.....	\$110
Project Assistant I - III.....	\$120/\$125/\$135

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee’s typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.



COUNTY OF SANTA BARBARA
 Diana Estorga
 Capital Division Manager

COUNTY OF SANTA BARBARA
 Lou Gibilisco
 Project Manager

Organizational Chart

The Wallace Group team is comprised of uniquely qualified personnel, who have worked together on similar successful projects. We have additional supporting team members, not listed in this organization chart that can also provide support and redundancy to the core project team.

PRINCIPAL IN CHARGE
 Kari Wagner, PE
 Principal

PROJECT MANAGER
 Greg Hulburd, PE
 Senior Civil Engineer

QA & QC
 Steven Tanaka, PE
 Principal Engineer

SURVEYING
 Clayton Bradshaw, PE, PLS
 Director of Surveying

PROJECT ENGINEER
 Zach Markow, PE
 Project Engineer

SUBCONSULTANTS
 Garrett Otto, PE
 Otto Electrical
 Todd Tranby, PG, CEG
 Earth Systems
 Brandi Cummings, BS
 & Brian Dugas, MS
 SWCA

KARI E. WAGNER, PE
Principal

Kari is one of five managing Principals and the Director of Water Resources. She has been at Wallace Group for 24 years, working as Project Engineer and Project Manager for a variety of projects, primarily focused on utilities, water, wastewater, and storm drainage for both public and private clients.



REPRESENTATIVE PROJECTS

El Camino Real Water Main Upgrade, Atascadero Mutual Water Company, Atascadero, CA

Served as Project Manager for the design of 2,600 LF of 12-inch water main installed on El Camino Real in the City of Atascadero.

Sewer Capital Improvement Projects 3, 4, 5, and 8, City of Pacific Grove, CA

Project Manager for the design of the replacement of approximately 4,300 LF of gravity sewer line including 2,700 LF of pipe bursting and encroachment in Union Pacific Railroad Right of Way.

Del Monte Sewer Upgrade, Seaside, CA

This project included re-routing sewer flows from an existing sewer line that was exceeding its capacity to a newly designed sewer main. The project will construct 5,300-LF of new and replaced sewer lines. In addition, an aging and underutilized lift station was able to be abandoned and replaced with a gravity sewer line, and several parallel sewer lines were consolidated into one line.

On-Call Water Modeling Support, City of San Luis Obispo and Private Development

Serves as the Project Manager and Engineer for on-call water modeling and water distribution system support for the City's Utility Department and Developers/Fire Sprinkler Designers. She provides individual static/residual/fire flow results for development projects throughout the City and provides recommendations for water system improvements for development ensuring that City standards are being met.

EDUCATION

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATION

California Registered Civil Engineer, Number 66026

AFFILIATION

American Society of Civil Engineers (ASCE)

AWARDS

2009 ASCE Region 9 Award Winner: Outstanding Practitioner Advisor

2010 ASCE San Luis Obispo Branch Award Winner: Outstanding Younger Civil Engineer

Greg joined Wallace Group in 2019 and has fifteen years of experience as a project engineer and manager. He is a member of our Water Resources Department. Greg's areas of focus include wastewater, drinking water, recycled water, and storm water facilities, engineering design, construction support, cost estimation, construction documents, and technical studies.

REPRESENTATIVE PROJECTS

Bridge House Shelter Municipal Utility Extension Feasibility Study, County of Santa Barbara, CA

Project manager for a feasibility study to review the existing water and wastewater systems of the Bridge House Shelter to identify improvements needed for a planned facility expansion.

Chualar Wastewater Consolidation, Monterey County, CA

Led a feasibility study evaluating alternatives for improvements to and expansion of the existing Wastewater Treatment Facility (WWTF) to a 0.25-MGD facility serving the community of Chualar.

Private Manufacturing Client, Hollister, CA

Developed a feasibility study and alternatives analysis for a private client considering replacement of their onsite extended aeration wastewater treatment facilities with a membrane bioreactor and potential consolidation with the City of Hollister's municipal wastewater system.



EDUCATION

MS, Environmental Engineering and Science, Stanford University, CA

BS, Biological Sciences, Stanford University, CA

REGISTRATION

California Registered Civil Engineer, Number 81404

AFFILIATION

American Society of Civil Engineers

Steve is a Principal Civil Engineer and joined Wallace Group in 2000. He offers extensive public and private sector experience in water, recycled water and wastewater systems master planning, water/sewer service studies, utility design, and project management. Steve leads the Wallace Group company standard specifications program and has been involved in all aspects of Project Manual preparation and coordination with other consultants/team members in the preparation of publicly bid capital improvement projects. He has prepared numerous Project Manuals that comply with Federal and State funding agency criteria, including USDA/RUS and CDBG, SRF, FEMA and others.

REPRESENTATIVE PROJECTS

Water and Wastewater Master Planning, Capital Improvement Programs:

Steve served as Project Manager and Engineer in the development of water and sewer master plans for many California and Central Coast communities and cities. His master planning tasks include: projecting growth and water system demands/sewer flow projections; detailed hydraulic modeling and model calibration; water supply and reliability, pressure zone analysis, water storage requirements, distribution system functionality; sewer system capacity and other considerations to serve communities' needs for a 20-year planning horizon. He develops prioritized capital improvement programs to assist districts and cities with fiscal planning for needed infrastructure system improvements to serve immediate and future needs.

Water, Sewer and Storm Drain Utility Design Projects, Various Agencies:

Steve has been Project Manager and Project Engineer on detailed design for over 35 miles of water transmission pipelines, sewer gravity lines and force mains, and storm drains in public rights-of-way, and has designed projects using PVC C900, HDPE, ductile iron and welded steel, and ranging in diameter from 6-inch to 42-inch.

STEVEN G. TANAKA, PE Principal Civil Engineer

EDUCATION

MS, Civil Engineering, California State University, Long Beach, CA

REGISTRATION

California Registered Civil Engineer, Number 49779

AFFILIATION

American Society of Civil Engineers (ASCE), 2016/17 President, San Luis Obispo Branch

CLAYTON BRADSHAW, PLS, PE
Director of Surveying

Clayton joined Wallace Group in 2001 and has extensive background in land surveying and civil engineering. He is proficient with a broad range of surveying services performed in the field and in office relating to boundaries, design, construction and mapping with many of his professional services being performed to assist in the design of a variety of public works projects. Typical to his experience are corner searches, parcel maps, subdivisions, lot line adjustments, residential construction staking, pipeline staking, line staking, easement surveys and analysis, boundary surveys, topographic mapping, control for aerial mapping and Global Positioning System (GPS).

REPRESENTATIVE PROJECTS

Avila Beach Drive at US 101 interchange, County of San Luis Obispo, CA

Clayton directed the land surveying services related to the project, including Right of Way, boundary, easement and topographic mapping and oversaw the use of cutting-edge technology, deploying terrestrial scanners to capture dense point clouds throughout the project area and collected a variety of conventional measurements. The safety of field crew staff and the public is very important to Clayton and the selection of terrestrial scanning as an approach to field measurement collection kept the field crews out of and away from traffic, with both our field crews' and interchange users' safety in mind.

East Boronda Road Widening Project, City of Salinas, CA

The scope of surveying for this project included coordination with City staff, setting of survey control for both aerial and field densification mapping, field survey of improvement along the route and within the road prism, including hard surface, sanitary and storm sewer and utility structures, utility markings, trees, and other item typical to standard practice. Cross sections measurements were collected and used for the hydraulic analysis of Gabilan Creek in support of the bridge widening effort. A survey base map, including a digital terrain model, was developed for the engineering and design team as the basis of the design.

EDUCATION

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATION

California Registered Civil Engineer, Number C65864

California Professional Land Surveyor, Number 8298

Zach is a Civil Engineer with experience in pipeline hydraulics, pump station sizing and design, open channel hydraulic calculations and design, and SCADA system design. In addition, he is efficient at producing and reading construction drawings/specifications and surveying.

Zach Markow, PE
Civil Engineer

REPRESENTATIVE PROJECTS

Bridge House Shelter Municipal Utility Extension Feasibility Study, County of Santa Barbara, CA

Project engineer for a feasibility study to review the existing water and wastewater systems of the Bridge House Shelter to identify improvements needed for a planned facility expansion. Zach joined Wallace Group in 2022.

EDUCATION

Bachelor of Science
 Mechanical/BioResource and
 Agricultural Engineering,
 California Polytechnic State
 University, San Luis Obispo

REGISTRATION

Registered California PE #C92952

Sewer Assessment, Pajaro Community Service District, Pajaro, CA

Analyzed CCTV inspections and reports and assisted with the development of Capital Improvement Projects, including providing priority rankings and engineer's estimates, on behalf of the Pajaro Community Service District.



Todd Tranby, PG, CEG
ENGINEERING GEOLOGIST

Mr. Tranby's role for this project will be to provide geotechnical and geologic studies as necessary to support environmental and engineering design. Mr. Tranby brings over 30 years of experience in Santa Barbara County, including numerous projects in Lompoc and the surrounding region. As a registered professional geologist and certified engineering geologist, his areas of expertise include geotechnical investigations, geologic hazards studies, fault assessments, and analysis of seismicity, including potentials for liquefaction, lateral spreading, and seismically induced slope failure.



Brandi Cummings

SENIOR ENVIRONMENTAL PLANNER

Brandi Cummings is an experienced environmental planner specializing in CEQA/NEPA development strategies, public policy development, permitting, compliance, and program management of complex land use, development, and land management projects in California. She is effective in managing and working with public agency staff, commissions, boards, and advisory groups and the general public through outreach meetings, workshops, and public hearings. Her experience includes developing and implementing regulations for local jurisdictions; coastal planning, including processing Local Coastal Program amendments and coastal development permits; processing general plan and specific plan amendments; project management of complex land use projects; and preparation of a variety of CEQA and NEPA compliance documents, including IS/MNDs, EIRs, and EAs.

Brandi has worked on over 20 water-related projects, including the Golden State Water Company Foxen Canyon Road Water Tank Installation Project in Sisquoc, Santa Barbara County.

BRIAN DUGAS

PRINCIPAL NATURAL RESOURCES TEAM LEAD

Brian Dugas has over 25 years of experience conducting biological assessments, regulatory agency permitting, and environmental compliance for a wide variety projects with emphasis on former oil and gas facility decommissioning and public utility improvement projects. His responsibilities have included biological resources assessments, wetland delineations, permitting, monitoring, compliance, and training; habitat restoration, monitoring, and reporting; land use planning, preliminary site assessment, environmental impact analysis, and development of site-specific mitigation strategies; special-status species site assessments, surveys, and monitoring, including fisheries assessments; and environmental inspection and technical document preparation, including IS/MNDs and EIRs per CEQA guidelines. Brian has worked on over 20 water-related projects, including the Nipomo Community Services District Waterline Intertie Project, which involved a directional bore beneath the Santa Maria River in Santa Barbara County.



Garrett Otto, PE

PRESIDENT

Mr. Otto is a registered professional electrical engineer. His responsibilities include analyzing existing electrical and SCADA infrastructure and identifying solutions for integration of new equipment. He will complete necessary investigations, calculations, design drawings, specifications, and estimates to ensure a quality design.

**Project Managers/Engineers: Kari Wagner, Principal in Charge
Greg Hulburd, PE, Project Manager
Design & Permitting Completion: TBD
Engineering and Grant Funding Assistance Fees: \$140,000**

Monterey County retained Wallace Group to evaluate alternatives for the community of Chualar's wastewater treatment plant (WWTP). A farmworker housing development was proposed in the community of Chualar which would generate additional wastewater flows to the existing CSA-75 Chualar Sanitary Sewer System's WWTP owned and operated by Monterey County Public Works. As a result, the County sought to evaluate the capacity of its existing sanitary sewer collection system in addition to that of the WWTP to ensure the development could be accommodated. To that end, Wallace Group performed a flow rate evaluation for the County to assess current wastewater flows and project future flows based on development.



The evaluation considered the WWTP's discharges regulated under statewide-general permit, General Order R3-2020-0020 (General Waste Discharge Requirements for Discharges from Domestic Wastewater Systems with Flows Greater than 100,000 Gallons per Day) or 2014-0153-DWQ (General Waste Discharge Requirements for Small Domestic Wastewater Treatment Systems). As part of the feasibility study scope of work, Wallace Group developed recommendations for improvements to their wastewater system based on the capacity evaluation as well as findings from a condition assessment performed by Wallace Group in September 2020. A geotechnical study was coordinated by Wallace Group and performed in support of the study to inform proposed alternatives as related to the pond-based treatment facility. In addition, the feasibility incorporated improvements intended to facilitate compliance with the new general order.

The study ultimately recommended decommissioning of the existing WWTP and consolidating with the regional wastewater treatment plant operated by Monterey One Water (M1W). This alternative was selected by the County for future development and will involve connecting to the City of Salinas' wastewater collection system and ultimate conveyance to M1W.

Currently, Wallace Group continues to support the County's Chualar WWTP on compliance with the time schedule order issued by the Central Coast Regional Water Quality Control Board which sets interim requirements for the County. To meet these requirements, Wallace Group is providing engineering design services for the provision of aeration and utility improvements at the facility. In addition, Wallace Group has supported a grant funding application through the Clean Water State Revolving Fund that will reduce the overall costs to the County and the community for consolidation with the City of Salinas and M1W anticipated within the next few years.

Reference:

Tom Moss, PG, Senior Water Resources Hydrologist
County of Monterey Public Works, Facilities and Parks Dept.
831 755 5847

mosst@co.monterey.ca.us

City of Lompoc Directional Drill Under Santa Ynez River

Project Manager/Engineer: Steve Tanaka, PE

Design Completion: April 2022

Construction Completion: June 2023

Engineering Fee*: \$115,000

Wallace Group was selected by the City of Lompoc and Vandenberg Village CSD (VVCSD) to design a new sanitary sewer siphon to convey raw sewage from VVCSD to the Lompoc Regional Wastewater Treatment Plant. The existing 10" ductile iron sewer siphon resided on the existing Floradale Bridge crossing the Santa Ynez River. This existing SSFM replaced an older siphon that was washed out during a major flood in the 1970s. The City

opted to not replace the existing sewer on the new Bridge, and instead decided to construct the new sewer as a siphon crossing underneath the Santa Ynez River. Wallace Group designed the new sewer siphon, including providing supporting calculations for flow velocities to meet future 20-year build-out flows. This included conducting an analysis of winter storm inflow/infiltration flow trends to assess peak flows in the sewer pipeline. The sewer siphon was recommended to remain 10" diameter to maintain cleansing velocity in the siphon. However, with the wall thickness of HDPE, the portion of siphon extending beneath the river was specified to be 12" HDPE pipe to ensure sufficient cross-sectional area of the pipeline. The design also included replacement of aging gravity sewer pipe from the area of Floradale Bridge to the upstream transition to siphon flow. The total length of the replaced sanitary sewer is 2,400 LF, and the horizontally directional drilled (HDD) siphon sewer spans 600' beneath Santa Ynez River. Other design attributes include a transition vault structure that will be used for cleanout and access, and polymer concrete manholes on the gravity sewer portions for corrosion protection and longevity. Project specifications addressed various environmental permitting requirements and included requirements for a frac-out plan, and coordination with multiple agency and contractors including: County of Santa Barbara, Bureau of Prisons, City of Lompoc, Vandenberg Village CSD, American Water/Vandenberg Space Force Base, Ahtna (American Water Contractor), and Tierra Contracting.



References:

Craig Dierling & Joshua Leard

City of Lompoc

805 875 8224

c_dierling@ci.lompoc.ca.us

j_leard@ci.lompoc.ca.us

Joe Barget (Ret.)

General Manager, Vandenberg Village CSD

805 733 2475

jbarget@vvcasd.org



Ardmore Road Water Main Improvements

Project Manager: Zach Teske, PE, Director of Construction Management

Design Engineers: Steve Tanaka, PE & Greg Hulburd, PE

Design Completion: October 2021

Construction Completion: March 2022

Engineering Fee: \$219,000

Wallace Group designed approximately 3,000 LF of new 8" C900 PVC water main, to tie-in to the City's existing water system and serve a new Fire Station at the intersection of Union Avenue and Ardmore Road. Wallace Group designed the new 8" PVC water main, utilizing the City's water department standard details and standard specifications to the extent possible, and prepared conformed specifications to address project-specific design items including butterfly valves (for tie-in to existing 12" DIP water main in Union Avenue), and requirements for project phasing. Details were developed to specify tie-ins to both ends of the new water main, including tie-in to the existing DIP water main at Union Avenue. Fire hydrants, air and vacuum valves, blowoffs, and water services were incorporated into the new pipeline design, and include preparation of one Division of Drinking Water (DDW) waiver request for utility crossing under an existing sewer force main.

Reference:

Ditas Esperanza, PE, Capital Projects Engineer

City of Paso Robles

805 237 3861

DEsperanza@prcity.com

Huer Huero Creek Bridge Roundabout And Class One Trail

Project Managers/Engineer: Jorge Aguilar, PE, Principal in Charge & Project Manager

Design Engineers: Greg Hulburd, PE, Steve Tanaka, PE, Travis Vazquez, PE

Est Design Completion: June 2025

Engineering Design and Environmental Permitting Fees: \$1.5M

Wallace Group provides utility engineering services for the Huer Huero Creek Bridge and roundabout project in Paso Robles. This project creates a new connection from Wisteria Lane to Airport Road with a bridge over the Huer Huero Creek. In addition to improving vehicular transportation connectivity, including improvements for the non-motorized users, the project provides critical water and sanitary sewer connections from existing water and sewer



infrastructure to an expanding area of the City located across the Huer Huero Creek. In support of the project, Wallace Group is currently designing approximately 2,600 linear feet of 10-inch diameter water main, 3,800 linear feet of 8-inch diameter recycled water main, 4,900 linear feet of 8-inch to 12-inch gravity sewers, 3,000 linear feet of 8-inch sanitary sewer force main, and new sewer lift station to serve future growth and developments in this area of the City. The lift station is designed for a firm capacity of 800 gpm and will include a triplex pumping system with a self-cleansing wet well utilizing a pre-rotation basin. All new utilities on the Huer Huero Bridge will be restrained joint ductile iron pipe, with provisions for seismic and thermal expansion and contraction. The design also includes 2,900 linear feet of 18-inch to 30-inch diameter storm drains, two bioretention basins, and runoff conveyance ditches. Wallace Group is also responsible for management of a multidisciplinary team providing a variety of professional services including: CEQA and environmental permitting; bridge design; floodplain analysis; survey and right-of-way engineering; and geotechnical engineering.

Reference:

Ditas Esperanza, PE, Capital Projects Engineer

City of Paso Robles

805 237 3861

ditas@prcity.com

Waterline Main Replacement Standard Details Update

Project Managers/Engineers: Kari Wagner, Principal in Charge & Project Manager

Design Engineer: Zach Markow, PE

Design Completion: Ongoing

Construction Completion: Ongoing

Engineering Fees: Ongoing

The City of Watsonville Department of Public Works and Utilities engaged in a long-term water main replacement program. The City required design services that could keep up with City crews that are self-performing the installation of the new mains throughout the city to upgrade aging infrastructure. In January 2021, The City of Watsonville entered into contract with Wallace Group for design services of approximately 2,030 linear feet of water mains in residential and commercial areas of the City. Existing 4-inch and 6-inch aging water mains were replaced with 6-inch and 8-inch ductile iron mains. Construction began in April 2021 and is complete.

In June 2021, The City of Watsonville entered into a second contract with Wallace Group for Phase 2 of design. Wallace Group provided both survey and design services for 5,900 linear feet of water mains. The replacement sizes range from 6 to 14 inches. PVC and ductile iron pipe was used throughout the City.

During both projects, Wallace Group had to react quickly to changes in the installation crews' work plan. Our designs provided flexibility for missing or inaccurate information on existing utilities. Additionally, Wallace Group updated the City of Watsonville's Public Works Engineering Standards. While mindful of the original intent of the City's Standards, Wallace Group compared the current document with industry best practices and made recommendations for improvements. Wallace Group continues to support the City on an ongoing basis.

Reference:

Robert S. Schneider, PE

Senior Civil Engineer

City of Watsonville

831 768 3114

robert.schneider@cityofwatsonville.org



UNDERSTANDING

Wallace Group’s multidisciplinary team has a dynamic workload. We actively manage our projects to balance resources and ensure staffing redundancy, allowing us to meet and be responsive to the needs of our Clients. Our five Principals oversee Civil and Transportation Engineering, Construction Management, Landscape Architecture, Planning, Public Works Administration, Survey/GIS Solutions, and Water Resources departments and are directly involved in regularly scheduled resource allocation meetings where project deadlines and needs are coordinated. With our team of 70 individuals comprising engineers, surveyors, and other design professionals and supporting staff, Wallace Group is well prepared to engage on the Bridge House project.

The County is proposing a planned facility expansion consisting of the installation of up to 60 additional pallet shelters and an approximate 5,000 square feet services building to include offices, dining rooms, clinic space, and more for site residents. To serve this project, the County seeks professional engineering design and environmental permitting services for the extension of municipal water and sewer services from the Bridge House to the City of Lompoc’s water and sewer systems relying upon two HDD crossings of the Santa Ynez River near the Highway 246 bridge. At this time, we anticipate the design will include a new sanitary sewer lift station, force main, and HDD crossing for domestic wastewater flows from both the Bridge House Shelter and the County’s Road Maintenance Yard. In addition, the design will include extension of the City’s water distribution system to these facilities also via a parallel HDD crossing. Based on our initial evaluation of the project, conducted during the feasibility stage of the project, we anticipate the points of connection (POC) for water are on the west side of the Highway 246 bridge near an existing City well facility. The sewer POC is a manhole located on North 12th Street between Highway 246 and East Laurel Avenue, near the Home Depot.

The County’s RFP outlines the specific tasks required under the scope of work. Generally, the project consists of environmental studies, regulatory agency permitting, background site review, engineering design, development of construction documents (plans, specifications and estimate of probable construction cost [PS&E]) at four stages: 35%, 50%, 95%, and 100% (Bid Set), SWPPP development, bid phase support, and construction phase support. We summarize our understanding of those tasks as follows:

1. Phase 1 System & Facility Assessment and Concept Design (4.1)
 - a. Project Initiation and Control (4.1.1)
 - i. Establish overall project schedule and work plan
 - ii. Review existing project documentation
 - iii. Identify County goals, objectives, and expectations
 - iv. Develop list of project meetings with City, County, State, and Federal Agencies and site visits to the existing facility
 - b. Site Inspections and Condition Assessment (4.1.2)
 - i. Perform site visits at Bridge House and County Corp Yard facilities, potential pipe alignments and points of connection
 - ii. Perform water and wastewater flow rate studies to evaluate pressure, line sizing, and capacity of sewer pipelines.
 - iii. Evaluate need for sanitary sewer lift station and identify location and sizing.
 - c. Preliminary Environmental Studies (4.1.3)
 - i. Perform required environmental studies needed for implementation of proposed project
 - ii. Perform outreach and coordination meetings with City of Lompoc, Caltrans, and additional regulatory agencies.

- iii. Identify permitting timeline for proposed project
 - iv. Develop documents for NEPA/CEQA permitting
 - v. Coordination with the County to perform tribal and state consultations required under Section 106 Historic Preservation and Assembly Bill 52
- d. Environmental and NEPA/CEQA Analysis (4.1.4)
- i. Determine level of environmental documentation to meet NEPA/CEQA requirements
 - ii. Biological Resources Assessment of project footprint including rare-plant survey, jurisdictional determination (waters/wetlands assessment), and sensitive habitat mapping
 - iii. Cultural resources assessment
 - iv. Agency permitting applications
 - 1. CDFW Land and Streambed Alteration Agreement
 - 2. RWQCB Notice of Intent (WQO No. 2004-0004-DWQ)
- e. Land survey
- f. Geotechnical site investigation
- g. Civil Design Services – 35% Schematic Design (4.1.5, 4.16)
- i. Analyze existing water and sanitary sewer systems
 - ii. Establish design parameters and requirements
 - iii. Prepare schematic design documents to include plans, outline specifications, and cost estimate in CSI format
2. Phase 2: Schematic Design (50%) (4.2)
- a. Prepare 50% schematic design documents
3. Phase 3: Complete Design and Construction Documents (4.3)
- a. Prepare 95% submittal documents (4.3.4)
 - b. Prepare 100% submittal, Bid Set documents (4.3.5):
4. Bidding and Construction Support Phase (4.4)
- a. Bid Phase (4.4.1):
 - i. Review and respond to pre-bid Requests for Information (RFIs) and any pre-bid product substitution requests. Develop addenda drawings, written clarifications and responses and deliver to the County for issuance in formal bid addenda. Incorporate addenda into conformed construction documents (plans and specifications).
 - b. Construction Support and Administration (4.4.3):
 - i. Review and respond to RFIs, submittals, and contractor change order requests.
 - ii. Prepare Cost Request Bulletin's for issuance to the Contractor for Owner initiated/requested changes.
 - iii. Perform site visits during construction and prepare site visit reports.
 - iv. Issue and sign off on final punch list.
 - v. Attend weekly Owner-Engineer-Contractor project meetings, special coordination meetings, and pre-installation meetings.
 - vi. Coordinate sub-consultant responses/communications
 - vii. Provide construction observation, as needed.
 - c. Project Completion (4.4.4): Prepare record drawings, project closeout documents, and operations and maintenance manuals.

The 50%, 95%, and 100% design submittal are to include:

- Plans
- Technical specifications (front end documents to be provided by the County)
- Engineer's opinion of probable cost
- Design and quantity calculations
- Schedule
- Permit application packages (i.e., encroachment permits, out of agency service request, grading permit)

Based on the County's requested tasks, we propose the following scope of work. The requested scope extends from engineering and environmental site evaluations through construction completion. Once the 35% design phase is complete, we suggest that the County and Wallace Group review the detailed design scope proposed herein and modify the design scope based on an updated understanding of site conditions and constraints, which may differ from this proposed detailed design scope of services.

SCOPE OF WORK

The proposed scope of work is described in the following tasks.

Task 1: Project Management, Meetings, and Quality Assurance/Quality Control County RFP Task 4.1.1

Wallace Group will conduct oversight and management of the engineering design, including subconsultant updates and conference calls with the project team, scheduling, staffing resources, and correspondence with the County. We assume the project duration will extend through 2026 considering the need for environmental field studies to be conducted in the spring months and allowing for completion of environmental permitting thereafter. We anticipate these field studies will be conducted in spring 2025. Our preliminary project schedule is included as an attachment to this proposal. Project management also assumes 20, virtual client status update meetings throughout the course of the project of one hour duration each.

Wallace Group will provide in-house quality assurance and quality control during each deliverable stage (i.e., 35%, 50%, 95%, and 100% design stages). At each milestone, there is a comprehensive QA/QC review of project research, data, calculations, and report by senior or principal engineers within our firm.

Task 2: Site Inspections and Condition Assessment County RFP Task 4.1.2

This task will include one on-site kick-off meeting followed by a field review of the proposed pipeline alignment. The field review will include review of water and wastewater facilities at the Bridge House, County Corp Yard, the proposed pipeline alignment routes, and points of connection to the City of Lompoc's water and wastewater system. Field observations will be collected and assessment of infrastructure visible at the surface will be reviewed to inform subsequent design phases. This proposal assumes that facility owners will provide WG information related to condition of existing facilities and buried infrastructure; this proposal does not include a condition assessment or exercising of buried utilities (e.g., valves and pipelines). The site visit will facilitate the identification of areas where encroachment permits and easements may be necessary to construct and operate the proposed improvements. A summary of findings will be included in the Preliminary Design

Task 3: Data Collection and Review County RFP Task 4.1.1

Wallace Group will review the project utility corridor to verify site conditions and constraints, review condition of existing pavement and site surroundings, traffic conditions, observation of other utilities in the area, new pavement cuts which depict recently buried Works, existing signage, utility poles, driveways, potential for parking impacts, striping and other visible features at the surface.

Wallace Group will provide utility research and investigation to delineate existing utilities along the pipeline routes. Wallace Group will request available record drawings on existing City of Lompoc utility facilities in addition to utility information from PGE, Gas Company, Cable TV/Charter, County of Santa Barbara, and other known utility agencies in the Project area. We will provide utility record drawing requests along the entire alignment, requesting utility companies to provide record drawings of utilities in and around the utility corridor. We will follow protocol for issuance of Utility A and B letters and will provide full documentation of utility information (and responses to letters) received by each utility agency. If required, we will issue "C" letters to utility agencies for potential relocation of existing utilities in conflict with the proposed new utility. Wallace Group will also perform a follow-up site visit to confirm our understanding of site conditions, identify existing data gaps, and collect information to inform subsequent design.

In addition, Wallace Group will review the City's existing data, reports, as-built (record drawing), and other information provided as it relates to the City's existing potable water distribution and sanitary sewer collection systems, including:

1. Review relevant documents including record drawings, prior geotechnical reports, atlas maps, pressure zone maps, and other documents available and pertinent to the utility design.
2. Review City's existing utility design standards and determine applicable standards to utilize and which standards may need to be augmented to meet specific project needs. We will also review City's existing standards to identify potential gaps on details and standards germane to this utility design.

Information obtained will be used to locate existing City-owned underground utilities on the project's base map. Upon depiction of existing utilities on the plan and profile sheets, Wallace Group will recommend where potholes should be implemented to better define potential utility conflicts with design. Potholing and pothole survey are excluded from this scope of services. Although excluded from the scope and fee at this time, Wallace Group can provide utility potholing coordination services with a qualified utility pothole contractor either under direct contract with the County or as a subcontractor to Wallace Group. This service can be provided at the request of the County as a separate task order.

This task includes continued coordination with utility owners to resolve conflicts during the design phases.

Task 3 Deliverables:

- Correspondence with Utility Companies (PDF)

Task 4: Stakeholder Meetings

County RFP Task 4.1.1

WG will schedule meetings with Caltrans and City of Lompoc Utilities Department to discuss points of connection, routing options, and design standards. The initial meetings will be held to establish design criteria and constraints to inform the Preliminary Design Report and subsequent construction documents. A brief memorandum summarizing these design criteria and constraints will be developed and incorporated into the Preliminary Design Report (see Task 7.1).

We assume up to three, two-hour long meetings will be held jointly with Caltrans and the City. Three, two-hour long meetings are assumed to meet with LAFCO representatives and/or the City to discuss extension of utilities outside the City services area. In addition, we include time for meeting with additional project stakeholders equivalent to three (3) meetings of two (2) hour duration each. The meetings under this task are assumed to be held virtually over a videoconference service (e.g., Microsoft Teams). Additional meetings can be added after discussion and agreement between Wallace Group and the County.

The project will continue to be led by the County of Santa Barbara's General Services division. Coordination is anticipated with a number of additional agencies including the City of Lompoc Utility Department staff, County staff, including GS, Community Services Department (CSD), PHD - Environmental Health Services (EHS) Planning & Development (P&D) Department, Caltrans, and potentially LAFCO. In addition, we expect coordination with additional stakeholders involved in the facility expansion project.

Task 4 Deliverables:

- Meeting Agendas (PDF)
- Meeting Minutes (PDF)

Task 5: Land Surveying Services

County RFP Task 4.1.6.2

We will provide surveying services in support of the design and engineering for this project. This includes providing aerial mapping of approximately 15.2 acres (red shaded area), which includes a variable width of approximately 2,600 linear feet of Highway 246, and a 90 foot wide strip of approximately 900 linear feet on N. 12th Street. On the north side of the bridge and within the Caltrans APE (green outlined area), additional survey data will be collected to support the HDD river crossing design. In addition, we assume the SB County Road Maintenance Yard (approximately 4.5 acres) will be included for survey to inform design of on site improvements needed for the project (blue shaded area). The on site topographic survey that was performed in 2023 is shown in the purple shaded area for reference. This mapping area is shown in Figure 1.

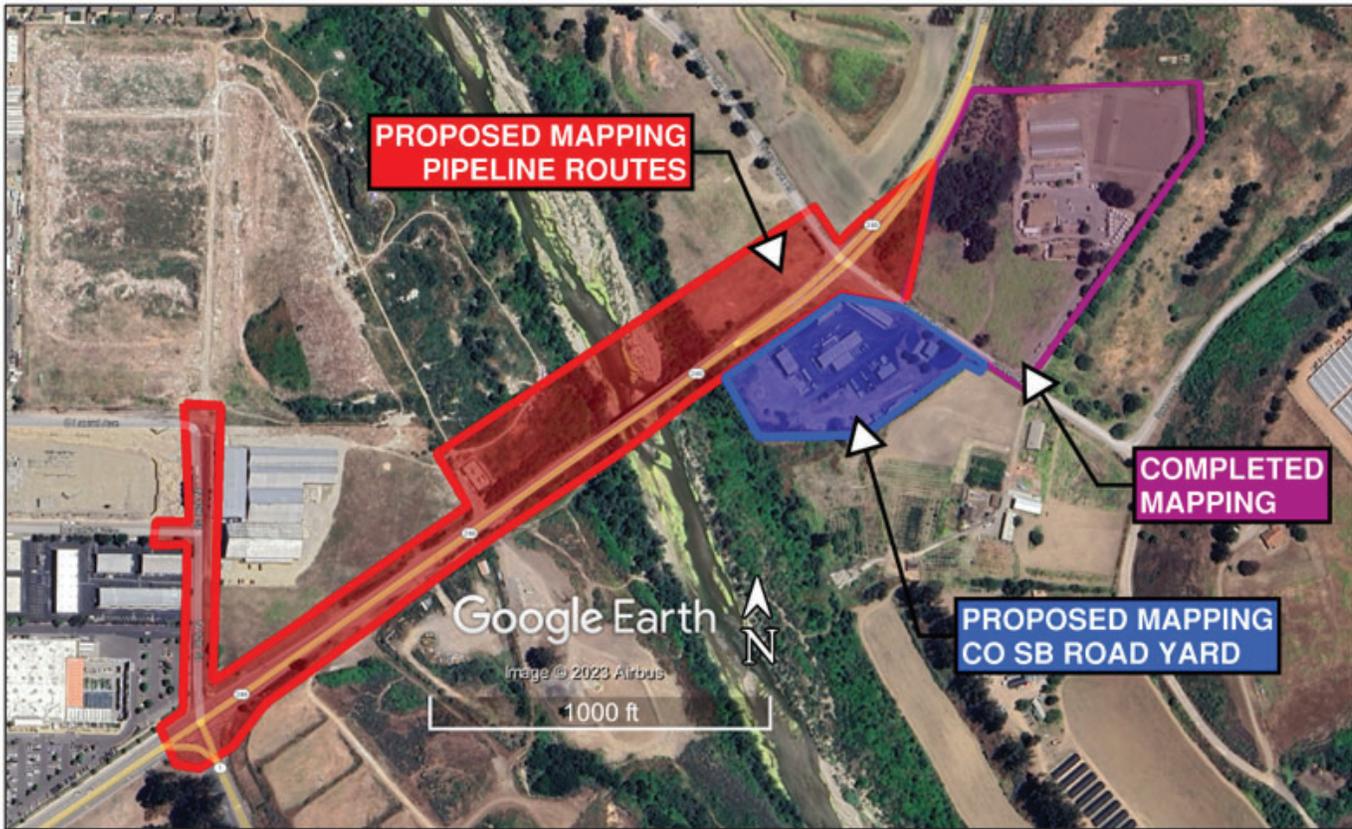


FIGURE 1

The mapping will be compiled from aerial photogrammetric means, at a one-foot contour interval and at a 1" = 20' mapping scale, showing such features as edges of pavement; road striping; driveways; dirt roads; utility poles and above and at grade utility structures. The aerial mapping within the project grading area will be augmented by field survey and used to locate in greater detail and accuracy the significant features therein, and including locating overhead wires; utility markings, placards, and paint; drainage and sewer structures and the invert and pipe size of storm drain culverts and other items according to standard practice for mapping in support of an underground utility design project.

For efficient and focused mapping of the bridge faces, and for budgeting purposes, we have included collecting detailed measurements during our field work, and up to eight (8) hours of office detailed mapping responding to design and engineering inquiries.

A separate mobilization will be planned to collect cross sections data as directed by the engineer once the HDD crossing locations have been finalized (i.e., after the 50% design phase). For this task, we have included one eight (8) hour field day and associated office time to map approximately three cross sections of the creek bed.

We will locate sufficient monuments to plot the best fit record boundary and right of way lines of the properties and roads within the mapping limits. We will also plot up to two easements affecting the onsite project area, assuming a title report for the property is provided. For budgeting purposes, we have assumed that a record of survey will not be required and that no material discrepancies will be discovered.

We have assumed that traffic control will not be required to complete the scope of this task. The collected information of this task will be compiled in a Civil 3d, 2021, or newer file and serve as the base layer for design and engineering.

Deliverables:

- AutoCAD Civil 3d survey base file (AutoCAD 2021 DWG format)

Task 6: Geotechnical Investigation County RFP Task 4.1.6.3

During the project design phase, we will include the performance of a site geotechnical investigation to be performed by Earth System Pacific (ESP) to evaluate subsurface conditions. Based on the field investigation, ESP will provide recommendations for site preparation, trench, and pavement repair, trenching and excavation, backfill, horizontal directional drilling, and groundwater mitigation where needed.

For the purposes of this proposal, we assume ten borings to be completed over the 3,500-foot proposed alignment. Depths along the proposed alignment and lift station will be approximately 10 to 15 feet, while at the location of the proposed HDD pits, depths may reach up to 85 feet, field conditions permitting.

Task 6 Deliverables:

- Final Geotechnical Report (PDF)

Task 7: Preliminary (35%) Design County RFP Tasks 4.1.5, 4.1.6

Wallace Group will provide preliminary engineering design (schematic design), which will include the following subtasks:

Task 7.1 Preliminary Design Report (County RFP Section 4.1.2, 4.1.5)

Wallace Group will prepare a Preliminary Design Report (PDR) describing recommended lift station and pipeline design elements, including lift station components such as wet well, pumps, valve vault, electrical service and other features; pipeline alignment, diameter and material, electrical supply and capacity, and other key design elements.

The PDR will evaluate the routing/alignment, review and identify easement and right of way issues for temporary construction access and permanent/long-term access rights, review hydraulic conditions (excluding detailed transient analysis) and delivery pressure based on pipeline alignment based on hydraulic demands (domestic, fire), recommend valving and other appurtenances, pipeline material selection, and Engineer's probable construction cost estimate. It will also make recommendations for the geotechnical study to be prepared for this Project.

Development of the PDR will require coordination with City, County and Caltrans staff to establish design criteria, standards, permit requirements, existing operating conditions, existing capacity, and other aspects of the Project in addition to review of as-built documentation and utility atlas maps to understand existing conditions.

We will review the City's design standards related to water mains and sanitary sewerage facilities, and will develop criteria to be used for the utility design, including:

- Transmission main average and maximum velocities (ideally velocity should remain at or below 4 ft/s to minimize hydraulic transient conditions).
- Transmission main service pressure ranges, recommended pipe material and pressure class
- Appurtenances including A&Vs, blowoffs, isolation valves
- Hydraulic grade line (City to provide pressure in water distribution system at point of connection)
- Water demands including assumed fire flow demands Bridge House and the County Corp Yard.
- Water delivery pressure at Bridge House and County Corp Yard, tie-in location.
- Proposed pipeline alignments.

We understand the City of Lompoc does not have water distribution or sanitary sewer collection system hydraulic models developed at this time. Therefore, our preliminary design will rely upon information and data provided by the City of Lompoc. WG will coordinate with the City of Lompoc to obtain information related to capacity of the existing water and wastewater systems at the points of connection. As owner of the utilities under consideration, we assume the City will lead a capacity evaluation of their existing sanitary sewer collection system and water distribution system. We anticipate that the City may request the County to contribute financial resources toward the development of those capacity studies. The objective of the evaluation would be to assess the ability of the existing City water and wastewater systems to provide sufficient water flow and pressure to the Bridge House and County Corp Yard as well as sufficient sanitary sewer capacity to accept flows from these facilities. A hydraulic transient analysis may also be included in this capacity evaluation. Recommendations from that analysis communicated to the County would be incorporated into the County's utility design (e.g., placement of A&Vs/A&V sizing, pressure relieve valves, etc.).

Further, the PDR will document the design basis for the project including existing and future flows for the Bridge House and County Corp Yard. Design calculations will be included in the PDR.

We will request the County and City's approval of this PDR prior to proceeding with final engineering design.

Task 7.2 35% Schematic Design Drawings (RFP Section 4.1.5)

This deliverable for this task will include a 35% plan set (plan view only) to include approximately 21 sheets. This preliminary plan set will not include grading/drainage design, detail sheets, traffic control, and erosion and sediment control; see Task 6.1 for the complete, anticipated plan set.

Task 7.3 35% Design Specifications (RFP Section 4.1.5)

At the 35% design stage, an outline of technical specifications sections will be submitted.

Task 7.4 35% Engineer's Opinion of Probable Cost (RFP Section 4.1.5, 4.1.6.10)

WG will prepare a preliminary (35%) engineer's estimate of probable cost in CSI format. It is assumed the opinion of probable cost will be developed in a single format conforming to CSI format and meeting the requirements for HUD reporting.

Task 7.5 35% Project Schedule (RFP Section 4.1.6.11)

WG will prepare a preliminary project schedule to incorporate an estimate of remaining design tasks for review by the County.

Task 7.6 35% Permit and Application Documents (RFP Section 4.1.6.12)

In addition, this task includes the development of the required permit and agreement applications with the following agencies: City of Lompoc, County (GS, CSD, EHS and P&D), Caltrans, and LAFCO. Anticipated permits and applications include:

1. City and County encroachment permits
2. County grading permit
3. Caltrans encroachment permit
4. County LAFCO out-of-agency service request

WG will assist the County with providing information and preparing applications for, easements, cooperative work or maintenance agreements with the City, Caltrans, or other project stakeholders.

In addition, this task includes time for Wallace Group coordination with the project environmental permitting team and providing information to inform development of environmental permitting documents (e.g., CEQA MND). A separate task is dedicated to the environmental permitting consultant's scope of work.

We assume a Storm Water Control Plan is not required to meet Santa Barbara County Project Clean Water post-construction requirements; however, SWPPP development is included in the scope of work under Task 12.

Task 7.7 35% Review Meeting

WG will participate in a one-hour long design review meeting following submittal of the 35% documents. The meeting will be held with County staff and may include reviewers from the City of Lompoc and Caltrans. We assume a virtual teleconference meeting.

Task 7 Deliverables:

- Basis of Design Memorandum, draft and final (PDF)
- 35% drawings (PDF)
- 35% Specifications (outline list) (PDF)
- 35% estimate of probable cost (PDF)
- 35% permit application documents (PDF)

Task 8: 50% Design - Plans, Specifications, and Estimate**RFP Tasks 4.2, 4.1.6.8**

Wallace Group will provide detailed design for the municipal water and sanitary sewer service connection improvements. The design bid documents will include plans, technical specifications (front-ends excluded) and the engineer's estimate of probable construction cost. The task also includes continued development of permit and agreement application documents described under Task 7.

WG will incorporate County Comments received on the 35% submittal documents (RFP Section 4.1.6.8). The County will provide all comments back to the Consultant within two (2) weeks of receipt of the deliverable. Comments which may have potential cost impacts to the project shall be flagged for discussion and resolution between the County and the Consultant.

Task 8.1: 50% Design Drawings (RFP Section 4.2.1)

We will prepare the detailed design for the Project. Utility plans will be developed at 1"=20' scale in plan and horizontal profile view, and 1"=4' in vertical profile scale. County standard plan layout and notes will be incorporated. Wallace Group will develop CAD drawings following the County's CAD Standards or as otherwise directed. County and City Public Works Standards will be referenced to the extent possible for pipeline, trench restoration, and pavement repair.

We estimate approximately 42 sheets will be developed based on the following proposed sheet set:

- Title sheet – 1 sheet
- General Notes, Abbreviations, Legend – 1 sheet
- Survey – 4 sheets
- Existing conditions and demolition – 2 sheets
- Grading and drainage – 1 sheet
- Water plan and profile – 5 sheets
- Sanitary sewer plan and profile – 8 sheets
- Lift Station plan, elevations, details – 4 sheets
- Detail sheets – 4 sheets
- Temporary Erosion and Sediment Control – 4 sheets
- Traffic Control Plans – 4 sheets
- Electrical Single Line Diagram and Notes – 1 sheet
- Electrical Site Plan – 1 sheet
- Electrical Details – 2 sheets

We assume the temporary erosion and sediment control plan will be used to satisfy Caltrans encroachment permit and stormwater requirements and will be coordinated with the project SWPPP. Traffic control plans will be developed referencing MUTCD and addressing required signage (RFP Tasks 4.1.6.6 and 4.1.6.9); however, it is assumed that the selected Contractor will prepare a final project traffic control plan for use during construction.

Task 8.2 50% Technical Specifications (RFP Section 4.2.1)

Wallace Group will prepare the technical specifications for the Project. The technical specifications will be prepared in Construction Specifications Institute (CSI) format and with references to the County of Santa Barbara Standard Plans, City of Lompoc Standard Plans, and applicable sections of the latest edition of Caltrans Standard Plans and Specifications.

Wallace Group assumes the County will compile the project specification manual appending the technical specifications produced by Wallace Group to their own existing boiler plate front-end documents. The specifications will describe the products and requirements of the project including but not limited to: basis of design items, identification of acceptable materials and products, coordination requirements, common work results, identification, start-up and testing, system commissioning, among other items. Site restoration of areas disturbed through construction activities will be addressed (RFP task 4.1.6.4). The County will address all HUD/federal funding requirements in the front-end documents

Task 8.3 50% Engineer's Opinion of Probable Cost (RFP Section 4.2.2)

Wallace Group will prepare a detailed bid schedule, measurement and payment (M&P) specification, quantity take-offs, and Engineer's Opinion of Probable Cost (EOPC) for this Project. Estimates, bid schedule, and M&P specification will be submitted to the County for review and comment.

Task 8.4 50% Project Schedule (RFP Section 4.2.3)

WG will update the 35% project schedule including an estimate of remaining design tasks for review by the County.

Task 8.5 50% Permit and Application Documents (RFP Section 4.1.6.12)

WG will continue the development of the required permit and agreement applications with the following agencies City of Lompoc, County (GS, CSD, EHS and P&D), Caltrans, and LAFCO. An allowance for continued coordination with the project environmental consulting team is provided.

Task 8.6 50% Review Meeting (RFP Section 4.1.6.8)

WG will participate in a one-hour long design review meeting with County staff following submittal of 50% documents. We assume a virtual teleconference meeting.

Task 8 Deliverables:

- One PDF of 50% plans
- One PDF of 50% Engineer's specifications
- One PDF of 50% Engineer's opinion of probable cost
- One PDF of 50% permit applications
- (we assume hard copy, wet signed and stamped plans are not required)
- One complete set of e-transmit AutoCAD Civil 3D DWG files of the final (100%) plans

**Task 9: 95% Design - Plans, Specifications, and Estimate
County RFP Task 4.3**

Wallace Group will produce 95% construction documents incorporating comments received on the 50% design submittal (RFP Section 4.1.6.8). The County will provide all comments back to the Consultant within two (2) weeks of receipt of the deliverable. Comments which may have potential cost impacts to the project shall be flagged for discussion and resolution between the County and WG.

Task 9.1: 95% Design Drawings (RFP Section 4.3.2, 4.3.4)

Drawings will be updated to a 95% design level.

Task 9.2 95% Technical Specifications (RFP Section 4.3.2, 4.3.4)

Specifications will be updated to a 95% design level.

Task 9.3 95% Engineer's Opinion of Probable Cost (RFP Section 4.3.6)

The EOPC will be updated to a 95% design level.

Task 9.4 95% Project Schedule (RFP Section 4.3.7)

WG will update the 50% project schedule including an estimate of remaining design tasks for review by the County.

Task 9.5 95% Permit and Application Documents (RFP Section 4.1.6.12)

WG will continue the development of the required permit and agreement applications with the following agencies City, County (GS, CSD, EHS and P&D), Caltrans, and LAFCO. An allowance for continued coordination with the project planning team is provided.

Task 9.6 95% Value Engineering Review Meeting (RFP Section 4.1.6.7)

WG will participate in up to two, two-hour long design review meetings with County staff following submittal of 95% documents with a focus on value engineering analysis. We assume virtual teleconference meetings.

Task 9 Deliverables:

- One PDF of 95% plans
- One PDF of 95% Engineer's specifications
- One PDF of 95% Engineer's opinion of probable cost
- One PDF of 95% permit applications
(we assume hard copy, wet signed and stamped plans are not required)
- One complete set of e-transmit AutoCAD Civil 3D DWG files of the final (100%) plans

Task 10: 100% (Final Design) - Plans, Specifications, and Estimate
RFP Task 4.3

Wallace Group will produce 100% (final), bid-ready construction documents incorporating comments received on the 95% design submittal and value engineering review. We assume the drawing revisions do not constitute a project re-design and can be incorporated within the budget allocated for this task. This task assumes there are no significant design changes required to be incorporated as a result of the CEQA, environmental permitting, and LAFCO application approval process.

Task 10.1: 100% (Final) Design Drawings (RFP Section 4.3.1, 4.3.2, 4.3.5)
Drawings will be finalized.

Task 10.2 100% (Final) Technical Specifications (RFP Section 4.3.1, 4.3.2, 4.3.5)
Specifications will be finalized.

Task 10.3 100% (Final) Engineer's Opinion of Probable Cost (RFP Section 4.3.6)
The EOPC will be finalized.

Task 10.4 100% Project Schedule (RFP Section 4.3.7)
WG will update the 95% project schedule including an estimate of remaining design tasks for review by the County.

Task 10.5 100% Permit and Application Documents (RFP Section 4.1.6.12)
WG will complete the required permit and agreement applications with the following agencies City, County (GS, CSD, EHS and P&D), Caltrans, and LAFCO. An allowance for final coordination with the project planning team is provided.

Task 10 Deliverables:

- One PDF of 100% (final) plans (we assume hard copy, wet signed and stamped plans are not required)
- One complete set of e-transmit AutoCAD Civil 3D DWG files of the final (100%) plans
- One PDF of 100% (final) Engineer's specifications
- One PDF of 100% (final) Engineer's opinion of probable cost
- One PDF of 100% (final) permit applications

Task 11: Environmental Permitting
RFP Tasks 4.1.3, 4.1.4

SWCA will lead the environmental documentation for CEQA and NEPA and regulatory agency permitting tasks for the project. The team will work with the County to avoid sensitive resources to the extent feasible and/or develop strategies to reduce impacts to a less than significant level. This will require focused waters/wetlands assessment and mapping of sensitive habitats/resources as part of the biological resources assessment. Regardless of the potential for impact, we anticipate the need for early engagement and consultation with state agencies to address potential impacts to waters/wetlands and listed species.

Additionally, we anticipate the need to engage tribal stakeholders early in the process to ensure all measures are taken to avoid/reduce potential impacts to important archaeological resources. It is anticipated that these key issues will be the focus of the CEQA and NEPA document and that the most critical component of the CEQA and NEPA review process will be to ensure the document adequately addresses the concerns of Responsible Agencies related to these issues.

This scope will include the following tasks:

1. Preliminary Constraints Analysis
2. Initial Study/Mitigated Negative Declaration for CEQA
3. Environmental Assessment and Finding of No Significant Impact (EA/FONSI) for NEPA
4. Biological Resources Assessment/ Jurisdictional Determination
5. Cultural Resources Assessment
6. Preparation of Agency Permit Applications, assuming:
 - a. CDFW Streambed Alteration Agreement (SAA) notification pursuant to Section 1600 of the Fish and Game Code and,
 - b. RWQCB Notice of Intent (NOI) pursuant to Water Quality Order No. 2004.0004-DWQ.

The focused biological/botanical survey and cultural field studies are proposed for the spring of 2025 followed by the development of the IS/MND, EA/FONSI, biological and cultural resource assessments, and state agency permitting. The timeline for completion will be contingent on completion of the 50% project plans to serve as a basis for the CEQA documentation and agency permitting applications.

For additional detail and assumptions for this scope of work, please refer to SWCA's detailed scope of work included as an attachment.

Task 12: Construction General Permit SWPPP RFP Task 4.1.6

The California General Permit for Construction specifies a Qualified SWPPP Developer (QSD) must develop construction SWPPP documents required for State of California SWPPP Permits. Wallace Group will prepare a SWPPP which will utilize the 2022 Construction General Permit template and Best Management Practice (BMPs) for Erosion and Sediment Control published by the California Stormwater Quality Association (CASQA). Wallace Group will also prepare the Notice of Intent (NOI) and guide the County's Legally Responsible Party in submittal of permit documents and navigation of the state's online portal (SMARTs). This scope of work covers through QSD SWPPP development and SMARTs coordination and assistance with permit approval only. We assume the project will be designated as Risk Level 2 under the CGP. QSD and QSP services during construction may be provided under a future contract; we recommend negotiating the QSP services once the construction schedule is established in the bid set documents.

Deliverables:

- One (1) PDF copy of the SWPPP
- Permit Registration Documents for County upload to SMARTS

Task 12 Items to be provided by Client:

- Legally Responsible Person to set up an account on SMARTS (<https://smarts.waterboardsca.gov/smarts/faces/SwSmartsLogin.jsp>) and link Wallace Group QSD as Data Submitter. An LRP should be a responsible corporate officer (i.e., president, VP, facility manager), partner/proprietor, or principle executive officer or ranking elected official.

- Legally Responsible Person will need to review and certify all Permit Registration Documents, Annual Reports, SWPPP Amendments, Changes of Ownership Information, and the Notice of Termination.
- Legally Responsible Person to immediately notify Wallace Group of changes in construction activities
- Notify Wallace Group of the County's choice of certified QSD and QSP who will be under contract during the course of construction- to be chosen within 30 days before construction starting.
- Payment of permit fees
- Construction Schedule (start and end dates by phase of construction)
- List of Materials included in the MSDS for the project
- Access to the project site
- Responsible Person (Property Owner and Contractor) information including addresses, telephone numbers and email

Task 13: Electrical Engineering Design Services RFP Tasks 4.1, 4.2, 4.3

Electrical engineering design will be incorporated at each design phase (i.e., 35%, 50%, 95%, and 100% design submittals). Electrical engineering deliverables will be incorporated into the project plans, specifications, and estimates delivered under Tasks 7 through 10. This task will be established to track the electrical engineering subconsultant's budget for project accounting purposes.

Task 14: Bid Phase Support RFP Task 4.4

During the project bid phase, Wallace Group will attend the pre-bid meeting. In addition, Wallace Group and its electrical subconsultant will respond to prospective bidders' requests for information and substitution requests. We assume responses to ten (10) RFIs/ substitution requests. In addition, we assume the production of three (3) bid addenda as necessary based on the received RFIs. Conformed construction documents will be prepared following award of contract.

Deliverables:

- Responses to RFIs and substitution requests (up to ten), electronic PDF format
- Bid addenda (up to three), electronic PDF format
- One PDF set of conformed construction documents (plans and specifications)

Task 15: Engineering Support During Construction RFP Task 4.4

Wallace Group will provide engineering services during construction. We assume the construction duration will be approximately 150 days (approximately 5 months) and that the County will provide construction management services. Wallace Group will attend:

- One (1) onsite, pre-construction meeting coordinated by the County.
- Three (3) onsite field visits per month during construction (assumed 15 total); per form construction observations and prepare site visit reports.
- Up to two (2) assumed field visits to review unforeseen conditions
- Weekly owner-engineer-contractor project meeting special coordination meetings coordinated by the County. Per the RFP, we assume 10 meetings for this task. We assume these meetings are teleconference format.
- One (1) punchlist walkthrough
- One (1) final walkthrough

Time is allocated for Otto Electrical to perform site observations during construction and participate in the punchlist and final walkthrough. In addition, we assume the following:

- Review and response to up to fifteen (15) RFIs
- Review and response of up to fifteen (15) submittals
- Issue up to four (4) instructional bulletins/clarifications
- Review of six (6) pay requests
- Issue of one (1) punchlist list

Wallace Group will lead with subconsultants supporting, as needed.

The construction phase task also includes time for project closeout documentation including production of one PDF set of record drawings and a project operations and maintenance manual. Record drawings will be prepared based on contractor-provided field markups which will be assumed to reflect as-built conditions. The operations and maintenance (O&M) manual will cover the proposed sanitary sewer lift station as well as any valves and appurtenances installed along the proposed force main pipeline and the extended water main. This O&M manual will also include any equipment-specific O&M manuals submitted by the contractor as part of their deliverable package.

WG will issue a notice of completion following final stabilization of the construction site which will be filed with the County Clerk-Recorder Office.

Deliverables:

- Responses to RFIs (15 assumed), electronic PDF format
- Submittal reviews (15 assumed), electronic PDF format
- Instructional bulletins/clarifications (4 assumed), electronic PDF format
- Pay requests (6 assumed), electronic PDF format
- Punchlist (1 assumed), electronic PDF format
- Notice of Completion, electronic PDF and hardcopy format
- Operations and Maintenance Manual, electronic PDF and three (3) hard copy binders
- Record drawings, electronic PDF format and one (1) set of e-transmit AutoCAD Civil 3D DWG files of record drawings.

TO BE PROVIDED BY THE CLIENT

- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required for compliance with State of California Prevailing Wage laws.
- As-built facility drawings and site plans
- Utility atlas maps
- Previous geotechnical reports
- Environmental studies from the Caltrans Santa Ynez River Bridge replacement project
- Capacities/hydraulic model results of City of Lompoc's sanitary sewer collections system and water distribution system at the proposed points of connection
- Front-End Documents including HUD/federal funding requirements

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this proposal; however, upon request and authorization by the City, additional services may be provided by Wallace Group directly or through a subconsultant.

- Hydraulic modeling of City of Lompoc's sanitary sewer and water distribution system including transient analysis
- Site design for the planned Bridge House facility expansion
- Preparation of front-end specification documents
- Structural engineering
- Potholing
- Permit fees (e.g., fees for encroachment, grading, LAFCO application, etc.)
- Record of survey/ boundary survey
- Construction Management Services
- Preliminary Title Reports
- Permanent and temporary easements needed for project improvements and construction operations.
- County Project Clean Water Storm Water Control Plan
- Reporting of Violations
- Additional Changes of Ownership Information and SWPPP Amendments
- Any item not specifically included in the Scope of Services

REFERENCE TWO

Project Name: Chualar Wastewater Treatment Plant Improvements Feasibility Study

Contact & Title: Tom Moss, PG, Senior Water Resources Hydrologist, County of Monterey Public Works, Facilities and Parks Dept.

Address: 1441 Schilling Place, 2nd Floor, Salinas, CA 93901

Phone Number: 831 755 5847

Email: mosst@co.monterey.ca.us

Role: Project Manager

Wallace Group Staff: Greg Hulburd, PE, Civil Engineer; Kari Wagner, PE, Principal in Charge & Project Manager

Scope of Services: Tom Moss served as the County Project Manager for the Chualar Wastewater Treatment Plant improvements feasibility study. Wallace Group prepared a study to evaluate options to improve treatment processes at the WWTP, relocate and rebuild a new WWTP, and consolidate wastewater services with a regional WWTP.

REFERENCE ONE

Project Name: PacSci Wastewater Improvements Feasibility Study

Contact & Title: Tom Doak , Director, EHS and Facilities, PacSci EMC

Address: 3601 Union Road Hollister, CA 95023

Phone Number: 831 630 5653

Email: tdoak@psemc.com

Role: Project Manager

Wallace Group Staff: Greg Hulburd, PE, Civil Engineer & Kari Wagner PE, Principal in Charge

Scope of Services: Tom Doak served as Project Manager for the PacSci wastewater improvements feasibility study. Wallace Group prepared a study to evaluate options to improve wastewater treatment for the PacSci facility including consideration of options to consolidate wastewater services with a municipal utility.

REFERENCE THREE

Project Name: City of Santa Barbara's Recycled Water Pump Station Drainage and Pavement Design

Contact & Title: Kelly Bourque, Senior Project Engineer, City of Santa Barbara, Public Works

Address: 630 Garden St, Santa Barbara, CA 93101

Phone Number: 805 564 5579

Email: KBourque@SantaBarbaraCA.gov

Role: Project Manager

Wallace Group Staff: Greg Hulburd, PE, Civil Engineer; Kari Wagner, PE, Principal in Charge & Project Manager

Scope of Services: Kelly Bourque serves as Project Manager for the City of Santa Barbara's Recycled Water Pump Station Drainage and Pavement Design Project. Wallace Group prepared construction documents for proposed improvements to their recycled water valve pad located adjacent to the municipal golf course. The project goal was to address erosion compromising the integrity of the concrete valve pad. A second phase of design will address overall drainage and surface pavement improvements in the City's recycled water yard to avoid similar erosion in the future.

DELIVERABLES

Wallace Group is able to provide deliverables in the following formats.

- CADD and Auto Cad
- Word
- Excel
- Project
- Databases
- Bluebeam
- Procore Construction Management Software

We do not believe that BIM software will be needed based on current scope.

REQUIRED STATEMENTS

Non-substitution for the designated members of the proposed staff members and Sub-consultants without prior approval by the County:

Wallace Group will not substitute the designated members of the proposed staff members and sub-consultants without prior approval by County.

Non-conflict of interest

Wallace Group has no known conflicts of interest in regard to the proposed project.

Non-collusion affidavit

Wallace Group certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Statement listing of litigation and/or claims related to past projects for the past ten years

Wallace Group does not have any current involvement relative to litigation or other disputes in the past ten years.

Ability to fulfill the indemnification and insurance requirements contained in the PSA. Insurance certificates (as required in the attached PSA)

Please refer to previous submitted client memo sent on May 5, 2024.

Proof of County Vendor Registration

Wallace Group is an approved vendor for the County of Santa Barbara.



Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Chris Romano
	PHONE (A/C, No, Ext): 714-427-3489 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
License#: 6003745 WALLGRO-03	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Wallace Group, a California Corporation (805) 544-4011 612 Clarion Court San Luis Obispo CA 93401	INSURER A : Travelers Casualty and Surety Co of America 31194
	INSURER B : Continental Casualty Company 20443
	INSURER C : Continental Insurance Company 35289
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1065028520 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6021030748	4/10/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	6045373971	4/10/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6021030765	4/10/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			106808281	10/19/2022	6/1/2024	Per Claim \$2,000,000 Aggregate Limit \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 AM Best's Rating on all policies above: A/XII or greater. Umbrella Liability policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
 For Proposal Purposes Only

CERTIFICATE HOLDER *For Proposal Purposes*	CANCELLATION 30 Day Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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11.9 REQUIRED STATEMENTS

Proof of DIR Registration

Contractor Information	Registration History	
Legal Entity Name WALLACE GROUP A CALIFORNIA CORPORATION	Effective Date	Expiration Date
Legal Entity Type Corporation	07/03/18	06/30/19
Status Active	06/23/17	06/30/18
Registration Number 1000015321	06/29/16	06/30/17
Registration effective date 07/21/22	07/16/15	06/30/16
Registration expiration date 06/30/25	03/13/15	06/30/15
Mailing Address 612 CLARION COURT SAN LUIS OBISPO 93401 CA United States of America	07/01/19	06/30/20
Physical Address 612 CLARION COURT SAN LUIS OBISPO 93401 CA United States of America	07/01/20	06/30/21
Email Address tomz@wallacegroup.us	07/06/21	06/30/22
Trade Name/DBA WALLACE GROUP A CALIFORNIA CORPORATION	07/21/22	06/30/25
License Number (s) Other:C24982		

Legal Entity Information	
Corporation Entity Number:	C24982
President Name:	BRADFORD R. BRECHWALD
Vice President Name:	CRAIG A. CAMPBELL
Treasurer Name:	THOMAS K. ZEHNDER
Secretary Name:	CRAIG A. CAMPBELL
CEO Name:	BRADFORD R. BRECHWALD
Agency for Service:	
Agent of Service Name:	THOMAS K. ZEHNDER
Agent of Service Mailing Address:	612 CLARION COURT SAN LUIS OBISPO 93401 CA United States of America

Worker's Compensation	
Do you lease employees through Professional Employer Organization (PEO)?:	No
Please provide your current worker's compensation insurance information below:	
	PEO PEO PEO
PEO InformationName	Phone Email
Insured by Carrier	
Policy Holder Name:	WALLACE GROUP A CALIFORNIA CORPORATION
Insurance Carrier:	OAK RIVER INSURANCE COMPANY
Policy Number:	WAWC317502
Inception date:	06/30/22
Expiration Date:	07/01/23



GENERAL SERVICES – CAPITAL PROJECTS DIVISION

ADDENDUM NOTICE

May 1, 2024

ADDENDUM NO. 1

COUNTY PROJECT NO. 22035

BRIDGEHOUSE UTILITY EXTENSIONS
2025 SWEENEY ROAD LOMPOC

Prepared By: Lou Gibilisco Date: 05/01/2024

Reviewed By: Diana Estorga Date: 05/01/2024

To All Prospective Bidders:

Your attention is directed to the bid information presented below and on the attached page(s) that contain a summary of the modifications to the identified Bid Documents or Terms and Conditions.

The following changes have been made to the **BID DOCUMENTS**:

- 1) Scope of work page 6: **4.1.5**: Replace in its entirety with new **Page 6** attached herein; changes incorporated:
 - a) Construction Document deliverable percent complete changes
- 2) Scope of work page 7: **4.1.6.11**: Replace in its entirety with new **Page 7** attached herein; changes incorporated:
 - a) Construction Document deliverable percent complete changes
 - b) 4.2 Phase 2: Schematic Design deliverable -Remove percent complete change
- 3) Scope of work page 8: **4.3.5**: Replace in its entirety with new **Page 8** attached herein; changes incorporated:
 - a) Construction Document deliverable percent complete changes
 - b) 4.4.2 Bid Results and Consultant (Engineer) Responsibility for Re-Design: new verbiage
- 4) Scope of work page 9: **4.5.3**: Replace in its entirety with new **Page 9** attached herein; changes incorporated:
 - a) Construction Document deliverable percent complete changes
 - b) 4.5.4 Anticipated Project Schedule: matrix revision

You are responsible for replacing the specified pages.

This Addendum does not alter the bid closing time and date for this project.

You must acknowledge this addendum in on your Bid Form and attach it to your Bid.



EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be **Kari Wagner**. Consultant declares that Project Manager shall be **Greg Hulburd**.
- B. Consultant will only employ subconsultants or subcontractors identified in the Proposal ("Subconsultants"), and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contract agreements to Owner.
- C. None of Consultant's staff or Subconsultants performing Services hereunder shall be replaced without OPM's prior written approval pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

END EXHIBIT B



EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A</u> , "Consultant's Scope of Work and Hourly Rates" shall be:		
	Environmental & Civil Design Services – Phase 2 Environmental assessments, Geotechnical assessments and Entitlements		\$570,025
	Services for Alternates		\$0
	SUBTOTAL: Fixed Fee for Basic Services		\$570,025
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	1	\$0
c.	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a Change Order during the Term.		\$41,001
2.	MAXIMUM COMPENSATION LIMIT (a+b+c)		\$611,027

3. PROGRESS PAYMENTS

- a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- b. For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**
- c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.
- d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

END EXHIBIT C



EXHIBIT D

**Indemnification and Insurance Requirements
(For Design Professional Contracts that also Include Non-Design Services)**

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of professional services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

CONTRACTOR has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds CONTRACTOR's finally determined percentage of liability based upon the comparative fault of CONTRACTOR's.

Nothing contained in the indemnity provisions shall be construed to require CONTRACTOR to indemnify COUNTY, against any responsibility or liability in contravention of California Civil Code 2782 and 2782.8.

B. Indemnification pertaining to other than Design Professional Services:

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:



County of Santa Barbara: General Services
Capital Division

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR’S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR’S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’S insurance coverage shall be primary insurance coverage, except for Professional Liability or Workers Compensations insurance at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR’S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance,



County of Santa Barbara: General Services
Capital Division

certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

END OF EXHIBIT D



County of Santa Barbara: General Services
Capital Division

EXHIBIT E
NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

- a. **Owner:**

County of Santa Barbara
Capital Division
1105 Santa Barbara St. (Historic Courthouse, 2nd Floor)
Santa Barbara, CA 93101

Attention: John Green, Capital Division Chief, General Services Department
(805) 568-934-6229 / jlgreen@countyofsb.org

- b. **Consultant:**

Wallace Group a CA Corp.
612 Clarion Ct.
San Luis Obispo CA 93401

Attention: **Kari Wagner**

END EXHIBIT E



EXHIBIT F-1
HUD FEDERAL TERMS AND
CONDITIONS

This Agreement is being assisted by the U.S. Department of Housing and Urban Development. The following Federal provisions must be included in the Agreement, all contracts, and subcontracts pursuant to the provisions applicable to Federal assistance, such as Community Development Block Grant (CDBG), HOME Investments Partnership Program and Emergency Shelter Grants (ESG). During the performance of the Agreement, the Subrecipient must agree to comply with all applicable Federal laws and regulations including, but not limited to, each of the following:

Equal Opportunity

During the performance of this Agreement, the Subrecipient agrees as follows:

1. The shall comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.
3. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
6. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



County of Santa Barbara: General Services
Capital Division

7. The Subrecipient shall include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
8. The Subrecipient shall file, and shall cause each of its subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Subrecipient and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of its Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective Subrecipient or deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Subrecipient shall cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 2 CFR 200.321

1. The Subrecipient agrees, and shall cause its contractors and subcontractors to agree, to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:



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- c. Certified payroll records, reports and documentation reflecting time and hours for all labor performed on Section 3 covered contracts, including hours for certified Section 3 and Targeted Section 3 workers, if and as applicable; and
 - d. Any such additional records, documents and reports that COUNTY may request to confirm compliance with requirements under 24 CFR Part 75.
5. The Subrecipient agrees, and shall cause its contractors and subcontractors to agree, to include this Section 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient shall not contract with or permit its contractors to subcontract with any contractor or subcontractor where the Subrecipient has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.
6. The Subrecipient shall certify, and cause its contractors and subcontractors to certify, that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
7. In the event that the County or HUD determines that it is necessary to deploy qualitative efforts in accordance with 24 CFR Sections 75.15(b) and/or 75.25(b), the Subrecipient agrees to work in good faith with the County in order to implement such qualitative efforts. Such efforts may include the qualitative efforts outlined in the County's Section 3 Plan, Policies and Procedures, as it may be revised or amended from time to time. The County's Section 3 Plan, Policies and Procedures are available at HCD offices and provided electronically.
8. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
9. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 450e (Section 7(b)) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

D. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Subrecipient agrees, and shall cause its contractors and subcontractors to agree, to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

E. Compliance with Labor Standard Provisions

Subrecipient agrees, and shall cause its contractors and subcontractors to agree, to comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, attached hereto as



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Exhibit H and incorporated by this reference.

F. Requirements and Regulations Pertaining to Reporting

1. Subrecipient shall comply with the reporting requirements contained in Exhibit F attached hereto and incorporated by this reference.
2. The County, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Subrecipient which are directly pertinent to the Agreement.

G. Compliance with Clean Air Act and Clean Water Act

1. Subrecipient agrees, and shall cause its contractors and subcontractors to agree, to comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606).
2. Subrecipient agrees, and shall cause its contractors and subcontractors to agree, to comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Water Act (33 U.S.C. 1368).
3. Subrecipient agrees, and shall cause its contractors and subcontractors to agree, to comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

H. Compliance with Build America, Buy America Act

Subrecipient agrees, and shall cause its contractors and subcontractors to agree, to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless excepted by a waiver.



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EXHIBIT F-2

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by SUBRECIPIENT and produced upon request by COUNTY if determined by COUNTY to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the contractor, subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected contractor, subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 324-1700, go on-line to: http://www.dot.ca.gov/hq/bep/find_certified.htm, or via email at: DBE_Certification@dot.ca.gov.



EXHIBIT F-3

HUD-4010 U.S. Department of Housing and Urban Development Federal Labor Standards Provisions Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Agreement pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Agreement pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)



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- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the **U.S. Department of Labor, withhold or cause to be withheld from the contractor under this Agreement or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.**
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.
- Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in**



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writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime

contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S.



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Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.



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In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Agreement and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Agreement, the Contractor certifies that neither Contractor nor any person or firm who has an interest in the Contractor is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (ii) No part of this Agreement shall be subcontracted to any person, entity, or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).
- (11) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Agreement are applicable, shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the Services, which may



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require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law **91-54, 83 Stat 96**), **40 U.S.C. § 3701 et seq.**
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



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EXHIBIT G
Federal Clauses

1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

A. REMEDIES FOR NONCOMPLIANCE.

- i. In the event COUNTY determines, at its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:
 - a. Require payments as reimbursements rather than advance payments;
 - b. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - c. Require additional, more detailed financial reports;
 - d. Require additional project monitoring;
 - e. Requiring CONTRACTOR to obtain technical or management assistance; or
 - f. Establish additional prior approvals.

2. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. During the performance of this Agreement, CONTRACTOR agrees as follows:

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



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- F.** In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.** CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- 3. CLEAN AIR ACT.**
- A.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B.** CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C.** CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 4. FEDERAL WATER POLLUTION CONTROL ACT.**
- A.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B.** CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C.** CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 5. DEBARMENT AND SUSPENSION.**
- A.** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.



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B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

CONTRACTOR shall file the required certification attached as Exhibit ____, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. PROCUREMENT OF RECOVERED MATERIALS.

A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.

- i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- ii. Meeting Agreement performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES.

A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:



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- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - a. What line items have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;
- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, COUNTY will advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Services under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made pursuant to a Change Order duly executed by the Director or his Assistant Director designee in accordance with Part 10.03 of the Agreement, above:
 - a. In the contract price or delivery schedule or both; and
 - b. In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing pursuant to a Change Order duly executed by the Director or his Assistant Director designee in accordance with Part 10.03 of the Agreement, above. Notwithstanding the foregoing, no such adjustment or Change Order shall include any increased costs, or time extensions for delay, resulting from or arising out of any act or omission by or on behalf of CONTRACTOR or CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS. The following access to records requirements applies to this Agreement:



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- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO.

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

- 13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

14. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)



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**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:

 6B87026129B14E0...

Signature of Contractor's Authorized Official

Kari Wagner

Name and Title of Contractor's Authorized Official

6/28/2024 | 4:07 PM PDT

Date



EXHIBIT H

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS

This Agreement is funded through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), a part of the American Rescue Plan Act (ARPA or Act), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY, and Treasury's *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*. In recognition of these funding requirements, CONTRACTOR agrees to the following provisions:

1. GENERAL COMPLIANCE.

CONTRACTOR shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time.

2. USE OF FUNDS.

- A. CONTRACTOR agrees that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this Agreement.
- B. CONTRACTOR understands and agrees the funds disbursed under this contract may only be used in compliance with Sections 603(c) of the Act and Treasury's regulations implementing those sections and guidance.

3. REPORTING.

CONTRACTOR shall comply with any reporting obligations established by the Treasury, as they relate to this Agreement, upon request from COUNTY.

4. MAINTENANCE OF AND ACCESS TO RECORDS.

- A. Pursuant to 2 CFR section 200.337 and Section 4 of the Award Terms and Conditions, CONTRACTOR shall maintain records and financial documents sufficient for COUNTY to show compliance with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of CONTRACTOR in order to conduct audits or other investigations.
- C. Irrespective of Section 6 – Right to Audit of the Agreement, records shall be maintained by CONTRACTOR for a period of five (5) years after final payment for the Services.

5. CONFLICT OF INTEREST.

- A. CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by



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CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

- B. CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR section 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR must disclose in writing to COUNTY, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR section 200.112.

6. TERMINATION.

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
- i. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 - ii. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
 - iii. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date specified in such notice.
- B. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

7. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. COUNTY shall be the owner of the following items in connection with this Agreement, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.



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- B. Unless otherwise specified in the Agreement, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

8. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- i. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - ii. CONTRACTOR agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and CONTRACTOR agrees to comply with said regulation.
 - iii. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - iv. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government



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contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- v. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

9. NONDISCRIMINATION.

- A. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- B. CONTRACTOR shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- C. CONTRACTOR shall incorporate the language in Section 10 (A) through (B). in every agreement with a contract or purchase order funded under this Agreement.
- D. CONTRACTOR shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- E. CONTRACTOR shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

10. CLEAN AIR ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.



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- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

11. FEDERAL WATER POLLUTION CONTROL ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

12. DEBARMENT AND SUSPENSION.

- A. As required by 2 CFR section 200.214, CONTRACTOR warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. CONTRACTOR must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

CONTRACTOR shall file the required certification attached as Attachment A Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

14. PROCUREMENT OF RECOVERED MATERIALS.



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- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - i. Meeting contract performance requirements; or
 - ii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

15. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



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- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR section 200.471.

17. MANDATORY DISCLOSURE.

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

18. REMEDIES FOR NONCOMPLIANCE.

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Wholly or partly suspend or terminate the Agreement.
- B. Require payments as reimbursements rather than advance payments;
- C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D. Require additional, more detailed financial reports;
- E. Require additional project monitoring;
- F. Requiring CONTRACTOR to obtain technical or management assistance; or
- G. Establish additional prior approvals.
- H. Take other remedies that may be legally available.

19. PREVAILING WAGE

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and contractors may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of California Prevailing Wage Laws will apply to these funds.

20. COPELAND ACT.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which are hereby incorporated by reference in this Agreement. CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict



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with California Prevailing Wage law, California Prevailing Wage Law shall apply.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.

- A. Overtime requirements. No CONTRACTOR or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible CONTRACTOR and subcontractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the CONTRACTOR and subcontractor are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- C. Withholding for unpaid wages and liquidated damages. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any CONTRACTOR or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy CONTRACTOR or subcontractor liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same CONTRACTOR that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.
 - i. The CONTRACTOR and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
 - ii. The CONTRACTOR and its subcontractors shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The CONTRACTOR or subcontractor also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.
- E. Subcontracts. The CONTRACTOR shall insert the provisions set forth in paragraphs A. through D. of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs “A” through “D” of this clause.
- F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

22. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Except as provided in the Assistance Listing available at <https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>, CONTRACTOR shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this Agreement.



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23. TABLE 1: FEDERAL AWARD INFORMATION: COUNTY.

The following Federal Award Information is provided in accordance with 2 CFR section 200.332.

Federal Award Identification		
1	Contractor Name	Wallace Group, a California Corporation
2	Place of Performance (address, city, state, zip)	2025 Sweeney Rd Lompoc CA
3	Contractor Contact (email)	gregg@wallacegroup.us
4	Contractor Unique Entity Number (UEI Number)	P9BSXJDPMC77
5	Federal Award Identification Number (FAIN)	SLFRP5502
6	Federal Award Date	September 2021
7	Period of Performance & Budget Period- Start Date	7/17/2024
8	Period of Performance & Budget Period- End Date	6/30/2027
9	Federal Award Project Description	Environmental and Civil Design
10	Federal Awarding Agency	Department of the Treasury
11	Pass-Through Entity	County of Santa Barbara
12	Contact Information for Awarding Official of Pass-Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
13	CFDA Number	21.027
14	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
15	Is the Contractor Registered on SAM.gov (Yes/No)	Yes
16	If not registered on SAM.gov (Question #24) did the contractor receive 80% or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	
17	If not registered on SAM.gov (Question #24) did the contractor receive \$25 million or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	